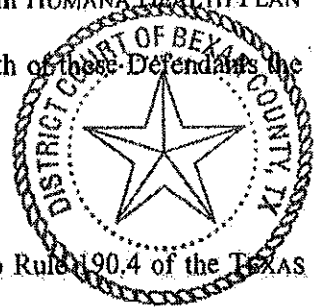


EXHIBIT C-1

Sometimes in this pleading Defendant HUMANA INSURANCE CO. and Defendant HUMANA HEALTH PLAN will be referred to, collectively, as "HUMANA"; and, for causes of action against both of these Defendants the PLAINTIFF will show:



DISCOVERY

1. Discovery in this cause will be conducted under Level 3, pursuant to Rule 190.4 of the TEXAS RULES OF CIVIL PROCEDURE.

PARTIES

2. Plaintiff is Texas Hospital maintaining a regular office and place of business in San Antonio, Bexar County, Texas.

3. Defendant HUMANA INSURANCE COMPANY is a foreign corporation engaged in the business of insurance in the state of Texas; and this Defendant is believed to be doing business in the state of Texas by reason of a certificate of authority from the Texas Department of Insurance (sometimes referred to simply as "TDI"). The registered agent for service of process upon Defendant HUMANA INSURANCE COMPANY is:

Corporation Service Company
211 East 7th Street, Suite 620,
Austin, Travis County, Texas
78701 -3218.

4. Defendant HUMANA HEALTH PLAN OF TEXAS, INC. is a Texas corporation, engaged in the business of insurance in the state of Texas; and is doing business in the state of Texas by reason of a certificate of authority from the TDI. The registered agent for service of process upon Defendant HUMANA HEALTH PLAN OF TEXAS, INC. is:

Corporation Service Company
211 East 7th Street, Suite 620,
Austin, Travis County, Texas
78701 -3218

JURISDICTION AND VENUE

5. This Court has jurisdiction to adjudicate this dispute and enter the Declaratory Judgment herein sought; and, therefore, this Court has jurisdiction to award all relief prayed for herein.

6. Venue is proper in Bexar County, Texas because Bexar County is where all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred, pursuant to §15.002 of V.T.C.A. Civil Prac. & Rem. Code; and, specifically, Bexar County Texas is where:

- a. The Plaintiff / HOSPITAL entered into the Three Rivers Provider Network Agreement with Three Rivers Provider Network, Inc., which established the amount of money which the HOSPITAL should have been paid for treating HUMANA's insured members (i.e., operative facts in this lawsuit);
- b. The Plaintiff / HOSPITAL provided the health care to HUMANA's insured members (i.e., operative facts in this lawsuit); and
- c. HUMANA was obligated to make payments to the Plaintiff / HOSPITAL for the health care which it provided to HUMANA's insured members (i.e., operative facts in this lawsuit).

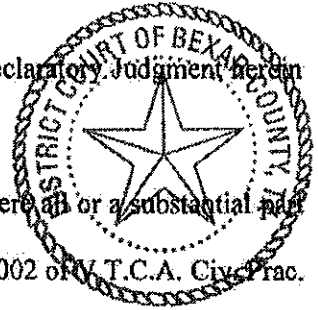
AGENCY

7. Any time it is alleged in this pleading that Defendants did an act or failed to do any act or thing, it is meant that Defendants' authorized, apparent or ostensible agents, employees or representatives did such act or failed to do such act or thing, thereby making Defendants liable under the doctrine of respondeat superior.

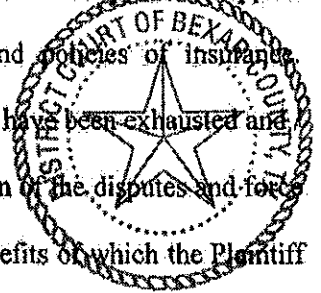
CONDITIONS PRECEDENT

8. All conditions precedent to file this action and recover the relief sought have occurred or are excused; and, specifically, the Plaintiff will show that Defendants have received written notice of these claims, in accordance with:

- a. Chapter 541, *et seq* of the TEXAS INSURANCE CODE;
- b. Chapter 37 of the TEXAS CIVIL PRACTICES & REMEDIES CODE;
- c. Chapter 38 of the TEXAS CIVIL PRACTICES & REMEDIES CODE; and
- d. All other applicable laws.



9. Plaintiff will also show that it has exhausted all administrative remedies and applicable appeal requirements provided for in all relevant contracts, agreements, health plans and policies of insurance. Similarly, all attempts to resolve these claims and disputes prior to filing this law suit have been exhausted and or are excused, making this lawsuit necessary in order to seek an judicial adjudication of the disputes and force Defendants to abide by / comply with the terms of the controlling contracts, the benefits of which the Plaintiff seeks in this proceeding.

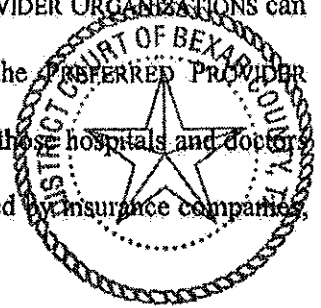


OVERVIEW OF HEALTH CARE INDUSTRY IN TEXAS

10. It is customary in the health care industry (the "Industry") for insurance companies, health plans, health maintenance organizations ("HMO"), third party administrators ("TPA"), municipalities and other big employers (collectively referred to, in the Industry, as "PAYORS") to enter into contracts with PREFERRED PROVIDER ORGANIZATIONS ("PPO's") in order to contractually arrange for hospitals and doctors to provide the medical care and hospital services and treatment of individuals who are entitled to health care benefits ("health coverage" or simply "coverage") pursuant to / under policies of health insurance or health plans underwritten or sponsored by the insurance companies, HMO's, and other PAYORS. Individuals with such *health coverage* are often referred to in the Industry as "insured members" or "covered individuals"; and the contracts among PAYORS (e.g., insurance companies, HMO's, health plans, etc.) and PREFERRED PROVIDER ORGANIZATIONS ("PPO's") are often referred to as "SUBSCRIBER SERVICES AGREEMENTS."

11. Although PREFERRED PROVIDER ORGANIZATIONS (PPO's) also sometimes perform (or arrange for) various claims processing services and utilization review functions for PAYORS as part of the SUBSCRIBER SERVICES AGREEMENTS they enter into with PPO's, the primary reason the insurance companies, health maintenance organizations and other PAYORS enter into SUBSCRIBER SERVICES AGREEMENTS with PREFERRED PROVIDER ORGANIZATIONS is because the PPO can provide networks of hospitals and doctors willing and able to treat the insured members / covered individuals who the insurance companies and health maintenance

organizations are obligated to provide health coverage for; and the PREFERRED PROVIDER ORGANIZATIONS can provide those networks of hospitals and doctors by reason of the fact that the PREFERRED PROVIDER ORGANIZATIONS enter into contracts with numerous hospitals and doctors, whereby those hospitals and doctors contractually agree to admit and care for those individuals who are insured / covered by insurance companies, HMOs, and other PAYORS ("insured members"), in consideration for promises of:



- Prompt, but discounted, payments of the hospitals' claims for treating those covered individuals; and
- Fair claims processing, in compliance with Texas law, by the insurance companies, health maintenance organizations and other PAYORS (and by the claims processing agents of those PAYORS).

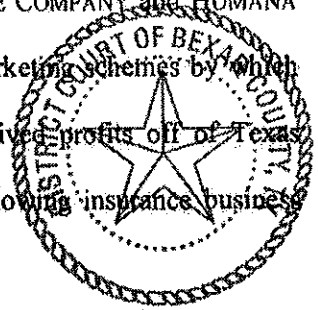
These contracts which PREFERRED PROVIDER ORGANIZATIONS enter into with hospitals (i.e., whereby the hospitals promise to admit and care for covered individuals in consideration for promises of prompt, but discounted, payments of the hospitals' claims), are often referred to as "PREFERRED PROVIDER AGREEMENTS" or "PARTICIPATING PROVIDER AGREEMENTS." Furthermore, the hospitals and doctors which / who enter into PREFERRED PROVIDER AGREEMENTS with PPO's are often collectively referred to as "PREFERRED PROVIDERS" or "PARTICIPATING PROVIDERS"; and it is significant that the *primary* incentive or consideration motivating these hospitals to enter into such PREFERRED PROVIDER AGREEMENTS with PPO's are the contractual promises and assurances of the insurance companies and health maintenance organizations of both:

- Prompt, but discounted, payments of the hospitals' claims for treating those insured members of insurance companies and HMO's; and
- Fair claims processing, in compliance with Texas law, by the insurance companies and HMO's (and by the claims processing / paying agents of those PAYORS).

FACTUAL BACKGROUND

12. At all times material to this lawsuit, Plaintiff owned, and was licensed by the TEXAS DEPARTMENT OF HEALTH SERVICES to operate (and did operate), a hospital in Bexar County, Texas known as "INNOVA HOSPITAL SAN ANTONIO" or sometimes simply "INNOVA Hospital".

13. At all times material to this lawsuit, Defendants HUMANA INSURANCE COMPANY and HUMANA HEALTH PLAN OF TEXAS, INC. engaged in for profit commercial enterprises and marketing schemes by which HUMANA INSURANCE COMPANY and HUMANA HEALTH PLAN OF TEXAS, INC. derived profits off of Texas citizens, and businesses located within the state of Texas, by engaging in the following insurance business activities within the state of Texas:



- a. Soliciting Texas businesses / employers and citizens of Texas to become "insured members", "policy holders", and / or "enrollees" of group insurance policies, health plans, and health maintenance organizations ("HMO's") issued, operated, administered or underwritten by HUMANA INSURANCE COMPANY and / or HUMANA HEALTH PLAN OF TEXAS, INC. within the state of Texas (hereinafter collectively referred to as "HUMANA HEALTH PLANS AND POLICIES").
- b. Promising Texas businesses / employers who become "Subscribers" to the HUMAN health plans and policies (i.e., and thereby pay agree to pay premiums and / or fees to HUMAN) that HUMAN will act as their duly authorized agents to both: (i) provide hospitals with verifications of health policy / plan coverage information for specific patients and insured members under the applicable HUMAN health plans and policies (i.e., upon those patients' presentment at hospitals for treatment); and (ii) to subsequently adjust and pay the hospital's health care reimbursement claims for treating those patients / insured members who are treated by such hospitals) owed by HUMAN.
- c. Soliciting Texas hospitals (e.g., like the Plaintiff in this case) and other health care providers to agree to provide necessary medical and hospital care and treatment to insured members of the various HUMAN health plans and policies, when ever those insured members are admitted to hospitals for treatment.
- d. Promising Texas hospitals (e.g., like the Plaintiff in this case), which agree to become PREFERRED PROVIDERS in various PPO's, prompt and accurate verifications of coverage for specific patients / insured members who are covered under HUMAN health plans and policies, when those insured members show up at the hospitals for treatment.
- e. Promising Texas hospitals (e.g., like the Plaintiff in this case) which agree to become PREFERRED PROVIDERS in various PPO, prompt and Texas Insurance Code compliant claims processing, payment and handling (i.e., of health care claims for treating insured members of various HUMAN health plans and policies).

15. At all times material to this lawsuit, Defendant HUMANA INSURANCE COMPANY was licensed by TDI to write Health Insurance in the state of Texas; and was obligated to comply with the TEXAS PROMPT PAY STATUTES, including Chapter 1301 of the TEX. INS. CODE.¹

16. At all times material to this lawsuit, Defendant HUMANA HEALTH PLAN OF TEXAS, INC. was licensed to be a Basic Health Maintenance Organization ("HMO") by the TEXAS DEPARTMENT OF INSURANCE, with authority to provide *Health Maintenance Services* in the state of Texas; and was obligated to comply with the TEXAS PROMPT PAY STATUTES, including Chapter 843 of the TEX. INS. CODE.²

17. Prior to 2007, Three Rivers Provider Network, Inc. was authorized by the TDI to operate a PREFERRED PROVIDER ORGANIZATION ("PPO") in Texas; and, pursuant to that authority Three Rivers Provider Network, Inc. operated a PPO known as the "Three Rivers Provider Network" ("TRPN").

18. In 2007, the HOSPITAL was induced to become a PREFERRED PROVIDER in the PREFERRED PROVIDER ORGANIZATION ("PPO") known as the Three Rivers Provider Network ("TRPN"), when the HOSPITAL and Three Rivers Provider Network, Inc. both signed a PREFERRED PROVIDER AGREEMENT titled the "Three Rivers Provider Network Agreement", which became effective on February 14, 2007; and in this

¹ By way of example, but not by way of limitation, HUMANA INSURANCE COMPANY has been previously subjected to the jurisdiction and supervision by the TEXAS DEPARTMENT OF INSURANCE, when this Defendant was ordered to pay the following penalties for violating various TEX. INS. CODE provisions including, but not limited to, the TEXAS PROMPT PAY STATUTES (i.e., including Chapter 1301 of the TEX. INS. CODE):

- on May 22, 2012 this Defendant was ordered to pay \$2,676,000 in penalties for clean claim violations in Texas;
- on September 21, 2007 this Defendant was ordered to pay \$15,00 in penalties for failing to abide by contractual agreements in Texas; and
- on September 6, 2001 this Defendant was ordered to pay \$1,250,000 in penalties for claim violations in Texas.

² By way of example, but not by way of limitation, HUMANA HEALTH PLAN OF TEXAS, INC. has been previously subjected to the jurisdiction and supervision by the TEXAS DEPARTMENT OF INSURANCE, when this Defendant was ordered to pay the following penalties for violating various TEX. INS. CODE provisions including, but not limited to, the TEXAS PROMPT PAY STATUTES (i.e., including Chapters 843 of the TEX. INS. CODE):

- on May 22, 2012 this Defendant was ordered to pay \$2,676,000 in penalties for clean claim violations in Texas;
- on September 21, 2007 this Defendant was ordered to pay \$15,00 in penalties for failing to abide by contractual agreements in Texas; and
- on September 6, 2001 this Defendant was ordered to pay \$1,250,000 in penalties for claim violations in Texas.

pleading, the Three Rivers Provider Network Agreement between the HOSPITAL and Three Rivers Provider Network, Inc. will sometimes be referred to as the "PREFERRED PROVIDER AGREEMENT."

19. Pursuant to the PREFERRED PROVIDER AGREEMENT with Three Rivers Provider Network, Inc. the HOSPITAL agreed to become a PREFERRED PROVIDER and provide treatment and services to certain covered individuals at discounted rates, in consideration for the prompt payment of the HOSPITAL's claims for doing so.

Among other things, the PREFERRED PROVIDER AGREEMENT recited and provided:

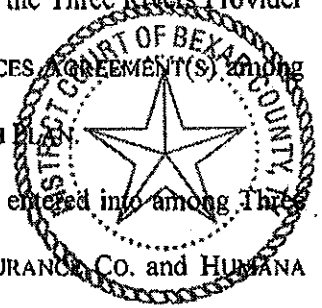
TRPN contracts with hospitals, physicians...and entities hereinafter referred to as "Facility" rendering medical and health care services at pre-determined rates as follows:

1. Clients, Covered Services, Contract Rate: TRPN contracts with insurance companies, third party administrators, health plans, individuals and entities hereinafter referred to as "Clients" that directly or indirectly access TRPN contracted providers for covered services.... The rate used in conjunction with this Agreement will be a twenty percent (20%) discount off of Facilities' usual charge for covered services, less any applicable co-payments, co-insurance or deductibles. Clients are obligated to make payment directly to facilities... at the contracted rate... Payments shall be made within thirty (30) calendar days of receipt of clean claim.

20. In order to meet HUMANA's obligations to provide health care benefits and services to their insured members residing in Texas, and to derive the benefit of only having to pay *discounted rates* for doing so, on information and belief HUMANA INSURANCE CO. and HUMAN HEALTH PLAN both entered into one or more SUBSCRIBER SERVICES AGREEMENTS with Three Rivers Provider Network, Inc. (i.e., the same PPO which had entered into the PREFERRED PROVIDER AGREEMENT with the HOSPITAL in 2007, as described above); and, as a result of doing so, it is reasonably believed that HUMANA INSURANCE CO. and HUMAN HEALTH PLAN both became contractually obligated to pay the HOSPITAL's claims:

- *"within thirty (30) calendar days of receipt of clean claim", for covered services which the HOSPITAL provided to HUMANA's insured members; and*
- *according to the rate schedule set forth in the PARTICIPATING PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. (i.e., "a twenty percent (20%) discount off of [the Hospital's] usual charge for covered services, less any applicable co-payments, co-insurance or deductibles").*

It is also reasonably believe that the HOSPITAL, as a PREFERRED PROVIDER in the Three Rivers Provider Network, Inc. PPO was a "Third Party Beneficiary" under the SUBSCRIBER SERVICES AGREEMENT(S) among Three Rivers Provider Network, Inc., HUMANA INSURANCE CO. and HUMANA HEALTH PLAN.



21. On information and belief, the SUBSCRIBER SERVICES AGREEMENT(S) entered into among Three Rivers Provider Network, Inc. (i.e., as the PPO), and Defendants HUMANA INSURANCE CO. and HUMANA HEALTH PLAN (i.e., as Clients of the PPO) provided, in effect, that HUMANA INSURANCE CO. and HUMANA HEALTH PLAN:

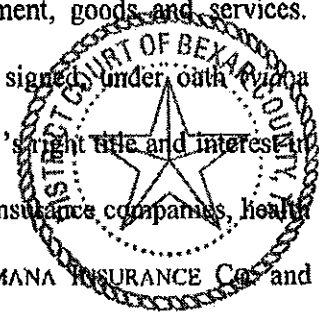
- purchased the right to take advantage of / benefit from only having to pay discounted rates (i.e., only 80% of the HOSPITAL's usual charges for covered services, as opposed to the HOSPITAL's full billed charges) on the HOSPITAL's claims for hospital goods and services provided to the Defendants' insured members; and
- Contractually agreed and promised to:
 - Promptly pay the HOSPITAL's clean claims within thirty (30) calendar days of receipt of receipt of same; and
 - Abide by the TEXAS PROMPT PAY STATUTES, including Chapters 843 and 1301 of the TEX. INS. CODE.

22. On information and belief, the terms of the SUBSCRIBER SERVICES AGREEMENT(S) among the PPO, HUMANA INSURANCE CO. and HUMANA HEALTH PLAN provided that the PPO (i.e., Three Rivers Provider Network, Inc.), was given power of attorney and authority to bind HUMANA INSURANCE CO. and HUMANA HEALTH PLAN to the PREFERRED PROVIDER AGREEMENT which Three Rivers Provider Network, Inc. entered into with the HOSPITAL; and, thus, HUMANA INSURANCE CO. and HUMANA HEALTH PLAN are legally and contractually bound to pay the HOSPITAL's claims pursuant to the terms (including rates) set forth in the PREFERRED PROVIDER AGREEMENT which the HOSPITAL entered into with Three Rivers Provider Network, Inc.

A. LATE PAYMENT PENALTIES AND ATTORNEY'S FEES OWED FOR LATE PAYMENT OF CLAIM FOR TREATING PATIENT #1.

23. From April 10, 2012 through April 13, 2012, a patient whose initials are D. M., but who will only be identified hereinafter as "Patient #1", was admitted to Plaintiff's hospital in Bexar County, Texas; and,

thereafter, Patient #1 was properly provided medically necessary hospital treatment, goods and services. Furthermore, on information and belief, before Patient #1 was treated, he / she signed (under oath with a notarized jurat) an irrevocable assignment (i.e., to the HOSPITAL) of all of Patient #1's right title and interest in all claims, causes of action and benefits Patient #1 was entitled to receive from all insurance companies, health maintenance organizations, and health plans including, but not limited to, HUMANA INSURANCE CO. and HUMANA HEALTH PLAN.³ Thus, this HOSPITAL enjoys, by reason of the assignment, more standing to complain about, and sue for, under payments and late payments of the HOSPITAL's claims for treating Patient#1, than did Patient #1.



³ The irrevocable assignment which it is believed this patient signed stated, among other things:

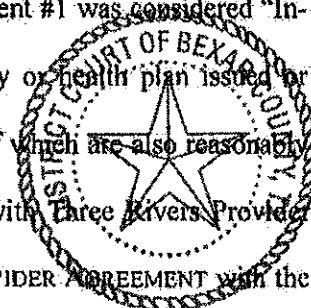
In consideration of [the Hospital] providing to [Patient#1] (hereinafter referred to as "Patient") hospital care and treatment including, but not limited to, the implantation of valuable and costly medical / orthopedic devices and other medical / surgical equipment and supplies (hereinafter collectively referred to as "medical devices and treatment"), and other good and valuable consideration, the receipt and sufficiency of which is hereby agreed and acknowledged, and in order to induce [the Hospital] to provide the Patient with care, medical devices and treatment the undersigned, acting hereby as an Assignor (hereinafter sometimes referred to simply as the "Assignor"), of his/her own free will and after a reasonable opportunity to discuss this irrevocable assignment with anyone of Assignor's choosing, does hereby sell, transfer, convey, grant and irrevocably and forever assign to [the Hospital] all known and unknown, past, present, and future rights, title and interest in all claims, causes of action (i.e., pursuant to common law, statute, or in equity and whether based upon tort, breach of contract, breach of fiduciary duty, or otherwise), insurance benefits, health care benefits and all other legal rights or recovery from / against: (i) Assignor's employer; (ii) any and all health plans pursuant to which Assignor and / or Patient are entitled to receive health benefits and / or money to pay for medical care, hospital care, medical devices or treatment; (iii) any and all Administrators and / or Fiduciaries of all health plans pursuant to which Assignor and / or Patient are entitled to receive health benefits and / or money to pay for medical care, hospital care, medical devices or treatment, damages or loss (i.e., for breaches of any fiduciary duties by said Administrators and / or Fiduciaries); (iv) any and all insurance companies pursuant to which Assignor and / or Patient are entitled to receive any benefits, proceeds and / or money to pay for medical care, hospital care, medical devices or treatment,...; (v) any and all Health Maintenance Organizations ("HMO") pursuant to which Assignor and / or Patient are entitled to receive health benefits and / or money to pay for medical care, hospital care, medical devices or treatment; (vi) any and all Preferred Provider Organizations ("PPO") pursuant to which Assignor and / or Patient are entitled to receive health benefits and / or money to pay for medical care, hospital care, medical devices or treatment; ...

This Irrevocable Assignment shall be IRREVOCABLE, FULLY BINDING AND FOREVER; and is intended to be broadly construed to assign, transfer, grant, and convey to [the Hospital] all of the rights, title, and interest which Assignor now has, or may hereinafter acquire, to make demands, submit claims, receive proceeds, give binding releases to Payors and other responsible parties referenced above, file suit to collect, negotiate settlement, prosecute law suits to judgment, appeal adverse claim determinations, appeal adverse judgments, levy execution on judgments, release judgments, recover and keep all payments from: (i) Assignor's employer; (ii) any and all health plans; (iii) any and all Administrators and / or Fiduciaries of all health plans; (iv) any and all insurance companies; (v) any and all Health Maintenance Organizations ("HMO"); (vi) any and all Preferred Provider Organizations ("PPO");....

24. Furthermore, at the time Patient #1 was treated at the HOSPITAL, Patient #1 was considered "In-Network", in that the patient was insured under / covered by an insurance policy or health plan issued or underwritten by HUMANA INSURANCE CO. and / or HUMANA HEALTH PLAN, both of which are also reasonably believed to have entered into one or more SUBSCRIBER SERVICES AGREEMENTS with Three Rivers Provider Network, Inc. (i.e., the same PPO which had also entered into the PREFERRED PROVIDER AGREEMENT with the HOSPITAL in 2007, as described above). Thus, as it related to the care the HOSPITAL provided to Patient #1, the HOSPITAL was a PREFERRED PROVIDER in the PPO known as the Three Rivers Provider Network ("TRPN"), as explained in the paragraphs above.

25. Before Patient #1 was admitted for hospitalization and treatment at the HOSPITAL, Patient #1 presented a HUMANA identification card to the HOSPITAL, which identified Patient #1 as an insured member of HUMANA HEALTH PLAN being administered by HUMANA INSURANCE CO.; and which advised providers (including the Plaintiff, in this case) to telephone HUMANA (i.e., using a phone number given on the HUMANA identification card), for verification of coverage and precertification of medical or surgical services. As instructed on the HUMANA IDENTIFICATION card, the HOSPITAL's insurance verification clerk did telephone HUMANA, at which time Humana's agent represented to the HOSPITAL that Patient #1 was covered under Humana Health Plan, which was being administered by HUMANA INSURANCE CO. Furthermore, after the HOSPITAL's insurance verification clerk gave Humana's agent a detailed description of the operative procedures and CPT Codes for all the treatment which Patient #1's doctors wanted him / her to undergo at the HOSPITAL, Humana's agent also approved / pre-authorized three (3) days of In-Patient hospitalization for those procedures to be performed on Patient #1 while admitted in the HOSPITAL.

26. The HOSPITAL reasonably relied upon the assurances, verifications and pre-authorization given by Humana's agent and agreed to admit Patient #1; and on April 10, 2012 Patient #1 was admitted and received the medically necessary hospital care and treatment which Patient #1's doctors ordered for him / her to receive /



undergo at the HOSPITAL, and which HUMANA's agent previously approved / pre-authorized. Patient #1 was thereafter discharged on April 13, 2012.

27. On April 26, 2012 the HOSPITAL timely and properly submitted its clean claim for the pre-authorized hospitalization, care and treatment it provided to Humana's insured member, Patient #1, and the HOSPITAL submitted its clean claim to HUMANA, *electronically*, for total charges of \$572,826.51 for the three (3) days of pre-authorized hospitalization for the surgical procedure performed on Patient #1.

28. On May 21, 2012 HUMANA's Financial Recovery Specialist, Wittney Witt, sent a letter to the HOSPITAL requesting the HOSPITAL to either fax or mail, to HUMANA, the HOSPITAL's "Detailed Itemization" for the three (3) days of pre-authorized hospitalization for the surgical procedure performed on Patient #1; and on May 23, 2012 the HOSPITAL mailed those records to HUMANA by certified mail return receipt requested.

29. Furthermore, on May 24, 2012 yet another HUMANA representative (Stephanie) telephoned the HOSPITAL's representative (i.e., Jane McCleny), and asked the HOSPITAL to fax copies of the HOSPITAL's Itemized Statements, for treating Patient #1, to HUMANA at fax number (501) 502-7208; and, at 1:59 PM that same day, the HOSPITAL's representative (i.e., Jane McCleny), did fax the HOSPITAL's Itemized Statement for treating Patient #1 to HUMANA at fax number (501) 502-7208, pursuant to HUMANA's request earlier that day.

30. Of course, HUMANA's receipt (i.e., on May 24, 2012) of the HOSPITAL's faxed copies of Itemized Statement for treating Patient #1, triggered the statutory fifteen (15) day time limit within HUMANA must have paid the HOSPITAL's claim⁴; and, accordingly, June 8, 2012 was the statutory claim payment deadline for

⁴ The applicable TEX. INS. CODE provisions state:

§ 1301.1054. Requests for Additional Information

- (a) *If an insurer needs additional information from a treating preferred provider to determine payment, the insurer, not later than the 30th calendar day after the date the insurer receives a clean claim, shall request in writing that the preferred provider provide an attachment to the claim that is relevant and necessary for clarification of the claim. The request must describe with specificity the clinical information requested and relate only to information the insurer can demonstrate is specific to the claim or the claim's related episode of care. The preferred provider is not required to provide an attachment that is not contained in, or is not in the process of being incorporated into, the patient's medical or billing record maintained by a preferred provider.*

HUMANA to have paid the full amount owed on the HOSPITAL's claim for treating Patient #1, pursuant to TEX. INS. CODE §843.3385 and / or TEX. INS. CODE §1301.1054(b) (i.e., after which date ~~the~~ payment penalties applied, pursuant to TEX. INS. CODE §843.342 and / or §1301.137).

31. However, HUMANA did not comply with the applicable statutory requirements cited above (i.e., the requirement that HUMANA make a prompt payment of the HOSPITAL's claim for treating Patient #1 on or before June 8, 2012); and, in particular, HUMANA did not even attempt to make any payment on the HOSPITAL's claim until June 28, 2012, when HUMANA made a \$239,999.47 payment. Although HUMANA's remittance advise to the HOSPITAL dated June 28, 2012 (i.e., which accompanied the \$239,999.47 payment), did acknowledge that the HOSPITAL was being paid as a PREFERRED PROVIDER in the Three Rivers Provider Network, it was not an accurate assertion that the HOSPITAL's "*charges were paid in accordance with the TRPN / Three Rivers Provider Network Agreement*" because, in truth and fact, Humana's \$239,999.47 payment was not in the full amount which was required to be paid in accordance with the Three Rivers Provider Network Agreement (i.e., the Preferred Provider Agreement between the HOSPITAL and Three Rivers Provider Network, Inc.). In this respect, the HOSPITAL's claim (i.e., as a PREFERRED PROVIDER in that particular PPO) was *underpaid* by, not less than, \$42,871.38.

32. Furthermore, in addition to being deficiently *underpaid* by not less than \$42,871.38, HUMANA's \$239,999.47 payment on June 28, 2012 was a *late payment* (i.e., late by 3 weeks), in that both the applicable contractual claim payment deadline (i.e., set forth in the PREFERRED PROVIDER AGREEMENT), as well as the statutory claim payment deadline (i.e., set forth in TEX. INS. CODE §843.3385 and §1301.1054(b)), required HUMANA to have made payment in full by June 8, 2012 (i.e., the 15th day after HUMANA received the

(b) An insurer that requests an attachment under Subsection (a) shall determine whether the claim is payable on or before the later of the 15th day after the date the insurer receives the requested attachment [i.e., June 8, 2012] or the latest date for determining whether the claim is payable under Section 1301.103 or 1301.104 [i.e., May 26, 2012].

HOSPITAL's Itemized Statement for this patient's account, which HUMANA received no later than May 24, 2012).

33. In any event, the HOSPITAL did promptly "Appeal" the underpayment, which HUMANA paid late on June 28, 2012; and in the HOSPITAL's Appeal it clearly pointed out that \$282,870.89 was the proper amount which HUMANA should have paid on the HOSPITAL's claim for treating Patient #1. Subsequently HUMANA's own Financial Recovery Manager, (Darlene Duval), admitted this operative fact in her / Humana's February 11, 2013 letter to the HOSPITAL (i.e., sent in response to the HOSPITAL's Appeal), whereby HUMANA / Ms. Duval admitted "*We then recalculated and determined the correct paid amount was \$282,870.00...*"

34. Remarkably, in response to the HOSPITAL's Appeal HUMANA did make an additional \$80,503.37 payment on the HOSPITAL's claim for treating Patient #1⁵; and, this additional payment was made on or about , on December 5, 2012. Although HUMANA and Darlene Duval were correct, when they admitted in their February 11, 2013 letter that HUMANA had under paid the HOSPITAL's claim, many other aspects of HUMANA's letter were inaccurate including, but not limited to, the unfounded assertions therein that:

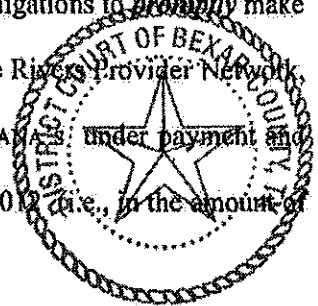
- HUMANA "*originally paid \$239,999.47 on April 26, 1012 [sic]*" (i.e., this was incorrect because HUMANA's initial payment in the amount of \$239,999.47 was paid on June 28, 2012); and
- HUMANA "*paid \$320,502.84 on 12/5/12*" (i.e., this was incorrect because HUMANA only paid \$80,503.37 on December 5, 2012).

35. Regardless, it is beyond dispute that when HUMANA did eventually make its \$239,999.47 payment on June 28, 2012 (i.e., HUMANA's first payment on this claim), that payment was both:

- Late, by not less than 21 days; and
- An underpayment, by not less than \$42,871.38.

⁵ When this additional \$80,503.37 payment was added to the \$239,999.47 amount initially paid, back on June 28, 2012, both payments together totaled \$320,502.84.

Consequently, HUMANA did not fulfill either its contractual or its statutory obligations to ~~promptly~~ make a claim determination and pay the HOSPITAL, as a PREFERRED PROVIDER in the Three Rivers Provider Network, the full amount owed on the HOSPITAL's claim in question; and, by reason of HUMANA ~~under payment and~~ late payment, up till the date of Humana's second payment, made on December 5, 2012 (i.e., in the amount of \$80,503.37) HUMANA still owed the HOSPITAL not less than \$146,803.42, to wit:



Amount still owed on the HOSPITAL'S claim as a Preferred Provider (at the TRPN contracted rate),	\$42,871.38
Statutory late payment penalties & interest through December 5, 2012, not less than	+ 103,932.92
Total amount HUMANA still owed the HOSPITAL (as of Dec. 5, 2012) not less than	<u>\$146,803.42</u>

36. Therefore, even *after* crediting HUMANA's December 5, 2012 payment in the amount of \$80,503.37 (i.e., Humana's 2nd and last payment on this claim), HUMANA still owed the HOSPITAL not less than \$66,300.43⁶; and, consequently, no refund was / is due HUMANA on this claim for treating Patient #1.

37. Notwithstanding these facts, however, at a time when HUMANA still owed the HOSPITAL more than \$66,300 on the HOSPITAL's claim for treating this particular patient, HUMANA began sending letters to the HOSPITAL, erroneously contending that HUMANA had made an "overpayment" to the HOSPITAL. Consequently, and as was foreseeable, it became necessary for the HOSPITAL to hire attorney Randal Payne and the SULLINS & JOHNSTON P.C. law firm (hereinafter sometimes referred to collectively as "the HOSPITAL'S attorneys") to investigate the facts of this claim and enforce the HOSPITAL'S rights:

- not to be deceived into making an unwarranted refund to HUMANA; and
- to be paid the full amount owed by HUMANA, pursuant to the written managed care agreements and the applicable Texas law (i.e., not less than \$66,300.43 plus the attorneys' fees the HOSPITAL incurred in doing so).

⁶ The calculation of the amount still due the HOSPITAL, after crediting HUMANA's December 5, 2012 payment (i.e., in the amount of \$80,503.37) is:

Total amount owed the HOSPITAL as of Dec. 5, 2012 (before crediting 2 nd payment) not less than...	\$146,803.42
Amount of HUMANA's 2 nd payment on December 5, 2012)	- \$80,503.37
Total amount HUMANA still owed the HOSPITAL	<u>\$66,300.43</u>
(after crediting the 2 nd and last payment made on Dec. 5, 2012)	

38. By his letter dated March 20, 2013 and sent to HUMANA via certified mail return receipt requested, the HOSPITAL's attorney disputed that any refund was owed HUMANA by the HOSPITAL for treating Patient #1; and that letter also gave "Notice of Claim" to HUMANA for the prompt payment of the remaining \$66,300.43 owed to the HOSPITAL (i.e., as both an under paid PREFERRED PROVIDER and as a late paid PREFERRED PROVIDER in the Three Rivers Provider Network PPO). In addition, the March 20, 2013 letter from the HOSPITAL's attorney made formal presentment and demand upon HUMANA for the prompt payment of the remaining \$66,300.43 owed the HOSPITAL, as statutory late payment penalty and interest pursuant to TEX. INS. CODE § 843.342 and / or §1301.137.

39. Notwithstanding these facts, however, HUMANA unjustifiably refused to give notice that it was abandoning its claims for a refund for the payments made on the claim for treating Patient #1; nor did HUMANA pay the HOSPITAL the additional moneys owed on this claim for treating Patient #1. Consequently, the HOSPITAL seeks the recovery of all monies still owed on the claim for treating Patient #1 (i.e., not less than \$66,300.43), as well as the reasonable and customary attorney's fees for the necessary legal services performed by the HOSPITAL's attorneys in efforts to enforce the HOSPITAL's statutory and contractual rights (i.e., as both an under paid PREFERRED PROVIDER and as a late paid PREFERRED PROVIDER in the Three Rivers Provider Network PPO), through trial and all levels of appeal.

40. The HOSPITAL is also seeking a Declaratory Judgment from this Court, pursuant to TEX. CIV. PROC. & REM. CODE Chapter 37, adjudicating the obligations and liabilities of the parties to one another, in light of the operative facts; and, specifically, the HOSPITAL is seeking a Declaratory Judgment that, pursuant to the written agreements of the parties and the applicable Texas law, the HOSPITAL owes no refund to HUMANA for treating Patient #1.

B. PAST DUE BALANCE STILL OWED ON THE CLAIM, LATE PAYMENT PENALTIES, AND ATTORNEY'S FEES OWED FOR LATE PAYMENT OF CLAIM FOR TREATING PATIENT #2.

41. From April 25, 2012 through May 3, 2012, a patient whose initials are E. R., but who will only be identified hereinafter as "Patient #2", was admitted to Plaintiff's hospital in Bexar County, Texas, and thereafter, Patient #2 was properly provided medically necessary hospital treatment, goods and services by the Hospital. Furthermore, on information and belief, before Patient #2 was treated, it is believed that he / she signed, under oath (*via* a notarized jurat), an irrevocable assignment (i.e., to the HOSPITAL) of all of Patient #2's right title and interest in all claims, causes of action and benefits the patient was entitled to receive from all insurance companies, health maintenance organizations, and health plans including, but not limited to, HUMANA INSURANCE CO. and HUMANA HEALTH PLAN.⁷ Thus, this HOSPITAL enjoys, by reason of the assignment, more standing to complain about and sue for underpayments and late payments of the HOSPITAL's claims for treating Patient #2, than did Patient #2.

42. Furthermore, at the time Patient #2 was treated at the HOSPITAL, Patient #2 was considered "In-Network", in that the patient was insured by / covered under an insurance policy or health plan issued or underwritten by HUMANA INSURANCE CO. and / or HUMANA HEALTH PLAN, both of which are also reasonably believed to have entered into one or more SUBSCRIBER SERVICES AGREEMENTS with Three Rivers Provider Network, Inc. (i.e., the same PPO which had also entered into the PREFERRED PROVIDER AGREEMENT with the HOSPITAL in 2007, as described above). Thus, as it related to the care the HOSPITAL provided to Patient #2, the HOSPITAL was a PREFERRED PROVIDER in the PPO known as the Three Rivers Provider Network ("TRPN"), as explained in the underlying back ground facts recited above.

43. Before Patient #2 was admitted for hospitalization and treatment at the HOSPITAL, Patient #2 presented a HUMANA identification card to the HOSPITAL, which identified this patient as the insured member of HUMANA HEALTH PLAN being administered by HUMANA INSURANCE CO.; and which advised providers

⁷ The irrevocable assignment which it is believed this patient signed had language similar to that which Patient #1 signed, as described previously in this pleading.

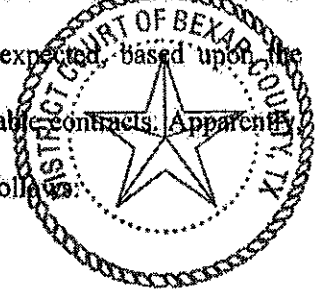
(including the Plaintiff, in this case) to telephone HUMANA's agent (i.e., using a phone number given on THE HUMANA identification card), for verification of coverage and precertification of medical or surgical services. As instructed on the HUMANA identification card, the HOSPITAL's insurance verification clerk did telephone HUMANA, at which time HUMANA's agent represented to the HOSPITAL that Patient #2 was covered under HUMANA HEALTH PLAN, which was being administered by HUMANA INSURANCE CO. Furthermore, after the HOSPITAL's insurance verification clerk first gave HUMANA's agent a detailed description of the operative procedures and CPT Codes which Patient #2's doctors wanted the patient to undergo at the HOSPITAL, HUMANA's agent also approved / pre-authorized Patient #2's hospitalization and the performance of those procedures on Patient #2, while admitted in the HOSPITAL.

44. The HOSPITAL reasonably relied upon the assurances, verifications and pre-authorization given by HUMANA's agent and agreed to admit Patient #2; and on April 25, 2012 Patient #2 was admitted and received the medically necessary hospital care and treatment his / her doctors ordered for Patient #2 to receive / undergo at the HOSPITAL and which HUMANA's agent also approved / pre-authorized. Patient #2 was thereafter discharged on May 3, 2012.

45. On May 18, 2012 the HOSPITAL timely and properly submitted its clean claim for the pre-authorized hospitalization, care and treatment it provided to Patient #2 (i.e., HUMANA's insured member); and the HOSPITAL submitted its clean claim to HUMANA, *electronically*, for total charges of \$395,791.26 for the pre-approved surgical procedures and care provided to Patient #2.

46. On June 14, 2012 HUMANA paid \$66,369.39 to the HOSPITAL on the claim for the hospital care and treatment provided to Patient #2; and, although purporting to make the payment to the HOSPITAL as a PREFERRED PROVIDER in the Three Rivers Provider Network PPO (i.e., pursuant to the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Threc Rivers Provider Network, Inc.), HUMANA's \$66,369.39 payment to the HOSPITAL, on June 14, 2012 was \$237,515.46 less than the amount the HOSPITAL was entitled to receive

according to the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. Furthermore, the payment was also much less than the amount reasonably expected, based upon the benefits represented to HOSPITAL prior to the admission of the patient and the applicable contracts. Apparently HUMANA's \$66,369.39 claim payment amount was calculated, albeit incorrectly, as follows:



\$395,603.77	Total Charges
- 329,116.21	Amount in excess of what HUMANA described as the "allowed amount"
\$66,487.56	Amount which HUMANA described as the "allowed amount"
- 118.17	Less Patient portion / co-insurance
<u>\$66,369.39</u>	= Amount paid

47. June 17, 2012 was, both, the contractual and the statutory claim payment deadline, pursuant to TEX. INS. CODE §843.338(b) and §1301.103(b); and, accordingly, June 17, 2012 was the claim payment deadline for HUMANA to have paid the full amount owed on the HOSPITAL's claim for treating Patient #2, after which late payment penalties applied, pursuant to TEX. INS. CODE §843.342 and/or §1301.137.

48. However, HUMANA did not comply with the applicable statutory or contractual requirements, that it make a prompt payment of the full amount owed on HOSPITAL's claim for treating Patient #2 on or before June 17, 2012; and, in particular, Humana's \$66,369.39 payment was underpaid by not less than \$237,515.46. Because the claim was underpaid by \$237,515.46, on September 16, 2012 the late payment penalties increased, pursuant to TEX. INS. CODE §843.342 and/or §1301.137, because that date was the 90th day after the June 17th statutory claim payment deadline set forth in TEX. INS. CODE §843.342 and §1301.103b. Therefore, as of September 16, 2012 the total unpaid contracted rate remaining due (i.e., \$237,515.46) and late payment penalty owed by HUMANA (i.e., \$200,000) total not less than \$437,515.46; and the Defendants also owed, pursuant to the TEXAS PROMPT PAYMENT STATUTE, 18% annual interest on \$200,000 (i.e., with the interest beginning to accrue on the date HUMANA was required to have paid the claim - June 17, 2012 - and ending on the date the claim is eventually paid in full). Therefore, thru August 23, 2013 the total amount owed by HUMANA on this claim was \$481,109.98, to wit:

CALCULATION:

Because the claim balance will be paid after the 91st day after the date HUMANA was required to make a claim payment determination, HUMANA must pay:

The balance of the contracted rate remaining due \$237,515.46

Late payment penalty on the balance of the claim in the amount of the *lesser* of:

- 100% of the unpaid amount (i.e., \$237,515.46);
- or
- \$200,000.

\$237,515.46 > \$200,000 + 200,000.00

18% annual interest on the \$200,000 penalty amount thru August 23, 2013

\$437,515.46
+ 43,594.52 *

TOTAL OWED ON THIS CLAIM THRU AUGUST 23, 2013

\$481,109.98 **

* This is computed using simple interest, which began to accrue on the \$200,000 late payment penalty amount, on June 17, 2012 (i.e., the date HUMANA was required to pay the claim); and, although this is computed thru August 23, 2013, this interest based penalty will only stop accruing on the date the claim is paid in full.

** An additional \$98.63 in late payment penalty will accrue and be added to this total for each additional day *after* August 23, 2013 which HUMANA delays in paying this claim; and this calculation is:

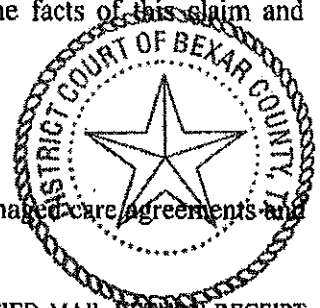
$$\$200,000 \times .18 = \$36,000 \times 1/365 = \$98.63 \text{ penalty per day}$$

49. The HOSPITAL submitted an Appeal to HUMANA; and made demand for additional \$237,515.46 based upon the benefits represented to the HOSPITAL prior to admission of the patient and pursuant to the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. (i.e., pursuant to which this claim was supposed to have been priced, processed and paid. However, HUMANA did not make any additional payments on the claim for treating Patient #2. Consequently, HUMANA has not fulfilled either its contractual or its statutory obligations to *promptly* make a claim determination and pay the HOSPITAL the *full* amount owed on the claim in question (i.e., an additional \$237,515.46 amount owing, just based upon the contract rates and not including penalty or interest).

50. Notwithstanding these facts, however, at a time when HUMANA still owed the HOSPITAL substantially more money for treating Patient #2, HUMANA began sending letters to the HOSPITAL erroneously contending that HUMANA had made an "overpayment" to the HOSPITAL; and, consequently, it became necessary for the HOSPITAL to hire attorney Randal Payne and the SULLINS & JOHNSTON P.C. law firm (hereinafter

sometimes referred to collectively as "the HOSPITAL's attorney") to investigate the facts of this claim and enforce the HOSPITAL's rights:

- not to be deceived into making an unwarranted refund to HUMANA; and
- to be paid the full amount owed by HUMANA, pursuant to the written managed care agreements and the applicable Texas law.



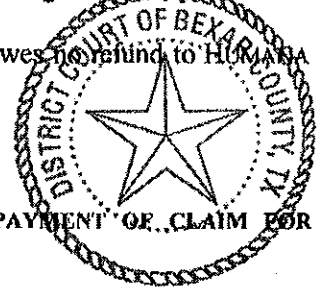
51. By his letter dated March 22, 2013 and sent to HUMANA via CERTIFIED MAIL RETURN RECEIPT REQUESTED, the HOSPITAL's attorney:

- disputed that any refund was owed HUMANA by the HOSPITAL for treating Patient #2; and
- gave "Notice of Claim" to HUMANA for the prompt payment of:
 - \$237,515.46 which is still owed on the claim, at the contract rate;
 - \$200,000 in late payment penalties, pursuant to TEX. INS. CODE §843.342 and/or §1301.137;
 - 18% annual interest on \$237,515.46, with the interest beginning to accrue on the date the HUMANA was required to pay the claim (i.e., June 17, 2012) and ending on the date the claim is paid in full; and
 - \$10,000 in attorney's fees

52. Notwithstanding these facts, however, HUMANA unjustifiably refused to give notice that it was abandoning its claims for a refund for the payments made on the claim for treating Patient #2; nor did HUMANA pay the HOSPITAL the additional moneys owed on this claim for treating Patient #2. Consequently, the HOSPITAL seeks the recovery of all monies still owed on the claim for treating Patient #2, as well as the reasonable and customary attorney's fees for the necessary legal services performed by the HOSPITAL's attorneys in efforts to enforce the HOSPITAL's statutory and contractual rights (i.e., as both an under paid PREFERRED PROVIDER and as a late paid PREFERRED PROVIDER in the Three Rivers Provider Network PPO), through trial and all levels of appeal.

53. The HOSPITAL is also seeking a Declaratory Judgment from this Court, pursuant to TEX. CIV. PROC. & REM. CODE Chapter 37, adjudicating the obligations and liabilities of the parties to one another, in light

of the operative facts; and, specifically, the HOSPITAL is also seeking a Declaratory Judgment that, pursuant to the written agreements of the parties and the applicable Texas law, the HOSPITAL owes no refund to HUMANA for treating Patient #2.



C. LATE PAYMENT PENALTIES AND ATTORNEY'S FEES OWED FOR LATE PAYMENT OF CLAIM FOR TREATING PATIENT #3.

54. From January 3, 2012 through January 15, 2012, a patient whose initials are V. H. but who will only be identified hereinafter as "Patient #3", was admitted to Plaintiff's hospital in Bexar County, Texas; and, thereafter, Patient #3 was properly provided medically necessary hospital treatment, goods and services by the HOSPITAL. Furthermore, on information and belief, before Patient #3 was treated, it is believed that he / she signed, under oath (*via* a notarized jurat), an irrevocable assignment (i.e., to the HOSPITAL) of all of Patient #3's right title and interest in all claims, causes of action and benefits Patient #3 was entitled to receive from all insurance companies, health maintenance organizations, and health plans including, but not limited to, HUMANA INSURANCE CO. and HUMANA HEALTH PLAN.⁸ Thus, this HOSPITAL enjoys, by reason of the assignment, more standing to complain about and sue HUMANA for under payments and late payments of the HOSPITAL's claim for treating Patient #3, than did Patient #3.

55. Furthermore, at the time Patient #3 was treated at the HOSPITAL, Patient #3 was considered "In-Network", in that the patient was insured / covered by under an insurance policy or health plan issued or underwritten by HUMANA HEALTH PLAN, and which was administered by HUMANA INSURANCE CO., both of which are also reasonably believed to have entered into one or more SUBSCRIBER SERVICES AGREEMENTS with Three Rivers Provider Network, Inc. (i.e., the same PPO which had entered into the PREFERRED PROVIDER AGREEMENT with the HOSPITAL in 2007, as described above). Thus, as it related to the care the HOSPITAL

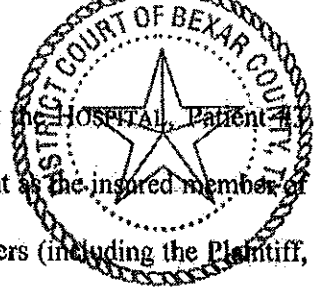
⁸ The irrevocable assignment which it is believed Patient #3 signed had language similar to that which Patient #1 signed, as described previously in this pleading.

provided to Patient #3, the HOSPITAL was a PREFERRED PROVIDER in the Three Rivers Provider Network PPO, as explained in the underlying back ground facts recited above.

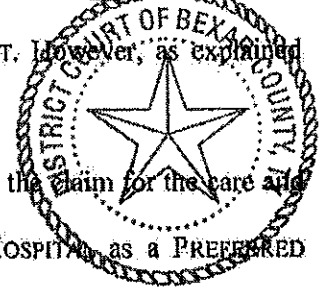
56. Before Patient #3 was admitted for hospitalization and treatment at the HOSPITAL, Patient #3 presented a HUMANA identification card to the HOSPITAL, which identified this patient as the insured member of HUMANA HEALTH PLAN being administered by HUMANA; and which advised providers (including the Plaintiff, in this case) to telephone HUMANA's agent (i.e., using a phone number given on the HUMANA identification card), for verification of coverage and precertification of medical or surgical services. As instructed on the HUMANA identification card, the HOSPITAL's insurance verification clerk did telephone HUMANA, at which time Humana's agent represented to the HOSPITAL that Patient #3 was covered under HUMANA HEALTH PLAN, which was being administered by HUMANA INSURANCE CO. Furthermore, after the HOSPITAL's insurance verification clerk gave HUMANA's agent a detailed description of the operative procedures and CPT Codes which Patient #3's doctors wanted him / her to undergo at the HOSPITAL, HUMANA's agent also approved / pre-authorized Patient #3's hospitalization and the performance of those surgical procedures to be performed on Patient #3, while admitted in the HOSPITAL.

57. The HOSPITAL reasonably relied upon the assurances, verifications and pre-authorization given by Humana's agent and agreed to admit Patient #3; and on January 3, 2012 Patient #3 was admitted and received the medically necessary hospital care and treatment Patient #3's doctors ordered for him / her to receive and undergo at the HOSPITAL, and which Humana's agent also approved / pre-authorized. Patient #3 was thereafter discharged on January 15, 2012.

58. On January 24, 2012 the HOSPITAL timely and properly submitted its clean claim for the pre-authorized hospitalization, care and treatment it provided to Patient #3 (i.e., HUMANA's insured member); and the HOSPITAL submitted its clean claim to HUMANA, electronically, for total charges of \$1,436,438.27 for these dates of service; and consequently, February 24, 2012 was the statutory claim payment deadline pursuant to



TEX. INS. CODE §1301.103b and §843.338.⁹ Similarly, February 24, 2012 was also the contractual claim payment deadline pursuant to the THREE RIVERS PROVIDER NETWORK AGREEMENT. However, as explained below, HUMANA did not comply with these contractual and statutory requirements.



59. On March 20, 2012, HUMANA paid \$522,361.54 to the HOSPITAL on the claim for the care and treatment provided to Patient #3; and purported to make the payment to the HOSPITAL as a PREFERRED PROVIDER in the Three Rivers Provider Network PPO. This \$522,361.54 payment to the HOSPITAL on March 20, 2012 was \$320,232.40 less than the amount the HOSPITAL was entitled to receive. However, even if the March 20, 2012 payment of \$522,361.54 by HUMANA was the proper amount which should have been paid to the Hospital as a PREFERRED PROVIDER under the THREE RIVERS PROVIDER NETWORK AGREEMENT, which is denied, in addition to the \$522,361.54 claim amount paid HUMANA also owed an additional \$100,000 in statutory late payment penalties, as of March 20, 2012, pursuant to the TEXAS INSURANCE CODE.¹⁰

⁹ The cited provisions of the TEX. INS. CODE states:

"when a claim is submitted in an electronic format, the Insurer must make a determination of whether the claim is payable no later than the 30th day after the date the Insurer receives a Clean Claim from a Preferred Provider, and must either pay the claim in full, make partial payment, or deny payment."

¹⁰ The \$100,000 statutory late payment penalty owed by HUMANA, as of March 20, 2012 (i.e., if one were to assume the amount it paid was the correct amount), are calculated as follows:

Total Billed Charges	\$1,455,364.71
Less non covered charges.....	<u>- \$129,600.00</u>
Covered billed charges.....	\$1,325,764.70

I - 45 Days Late:

HUMANA must pay the contracted rate owed on the claim (i.e., \$522,361.54 paid) plus a penalty in the amount of the lesser of:

- \$401,701.60 = 50% of the difference between the covered billed charges, as submitted on the claim (i.e., \$1,325,764.70) and the contracted rate (i.e., \$522,361.54)

\$1,325,764.70 covered billed charges (as submitted on the claim)
 - \$522,361.54
 \$ 803,403.20 X .50 = \$401,701.60
 =====

or

- \$100,000.

60. On or about April 20, 2012, the HOSPITAL timely and properly submitted its Appeal of the under payment of the HOSPITAL's claim for treating Patient #3 (i.e., which HUMANA paid only after both the contractual and the statutory the claim payment deadlines had past); and on or about May 22, 2012 (i.e., 87 days late) HUMANA made a second payment to the HOSPITAL on this claim, in the amount of \$79,856, and the payment was posted to the HOSPITAL's account on or about May 29, 2012. Thus, HUMANA owes the HOSPITAL additional late payment penalty on this late paid \$79,856 portion of the claim.

61. Thereafter, the HOSPITAL timely and properly submitted its second Appeal of the under payment of the HOSPITAL's claim for treating Patient #3; and in response to the HOSPITAL's 2ND Appeal, on or about November 7, 2012 HUMANA made an additional \$212,786.70 payment on the HOSPITAL's claim for treating Patient #3. As it relates to that additional \$212,786.70 payment made on or about November 7, 2012, even if it were assumed that it brought to the total payments up to the amount that should have originally been paid (i.e., before the February 24, 2012 statutory and contractual claim payment deadlines), an additional \$200,000 late payment penalty is also owed, plus 18% annual interest on that \$200,000 late payment penalty amount.¹¹ Consequently, HUMANA has not fulfilled either its contractual or its statutory obligations to *promptly* make a claim determination and pay the HOSPITAL *the full* amount owed on the claim in question.

62. Notwithstanding these facts, however, at a time when HUMANA still owed the HOSPITAL more money for treating this particular patient, HUMANA began sending letters to the HOSPITAL erroneously contending that HUMANA had made an "overpayment" to the HOSPITAL; and, consequently, it became necessary

¹¹ The additional \$212,786.70 payment was 256 days late (i.e., 256 days after the claim payment deadline of February 24, 2012); and thus HUMANA is responsible for penalty on this additional payment as follows:

90 + Days Late:

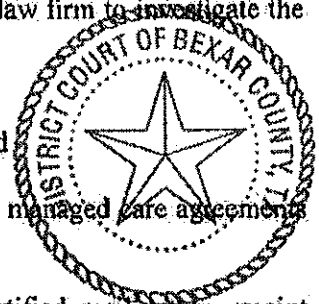
Because the \$212,786.70 balance of the claim was paid on or after the 90th day after the date HUMANA was required to make a determination, HUMANA must pay a penalty on the balance of the claim in the amount of the lesser of:

- 100% of the unpaid amount (\$212,786.70)
- or
- \$200,000.

PLUS 18% annual interest on that \$200,000 amount (interest begins to accrue on the date HUMANA was required to pay the claim and ending on the date the claim is paid in full).

for the HOSPITAL to hire attorney Randal Payne and the SULLINS & JOHNSTON P.C. law firm to investigate the facts of this claim and enforce the HOSPITAL's rights:

- not to be deceived into making an unwarranted refund to HUMANA; and
- to be paid the full amount owed by HUMANA, pursuant to the written managed care agreements and the applicable Texas law.



63. By his letter dated March 22, 2013 and sent to HUMANA via certified mail return receipt requested, the HOSPITAL's attorney:

- disputed that any refund was owed HUMANA by the HOSPITAL for treating Patient #3; and
- gave "Notice of Claim" to HUMANA for the prompt payment of:
 - \$379,856 in late payment penalties, pursuant to TEX. INS. CODE §843.342 and/or §1301.137;
 - 18% annual interest; and
 - \$10,000 in attorney's fees

Notwithstanding these facts, however, HUMANA unjustifiably refused to give notice that it was abandoning its claims for a refund for the payments made on the claim for treating Patient #3; nor did HUMANA pay the HOSPITAL the additional moneys owed on this claim for treating Patient #3.

64. Consequently, the HOSPITAL seeks the recovery of all monies still owed as late payment penalties owing on the claim for treating Patient #3, as well as the reasonable and customary attorney's fees for the necessary legal services performed by the HOSPITAL's attorneys in efforts to enforce the HOSPITAL's statutory and contractual rights (i.e., as both an under paid PREFERRED PROVIDER and as a late paid PREFERRED PROVIDER in the Three Rivers Provider Network PPO), through trial and all levels of appeal.

65. The HOSPITAL is also seeking a Declaratory Judgment from this Court, pursuant to TEX. CIV. PROC. & REM. CODE Chapter 37, adjudicating the obligations and liabilities of the parties to one another, in light of the operative facts; and, specifically, the HOSPITAL is seeking a Declaratory Judgment that, pursuant to the

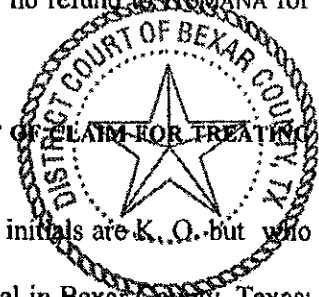
written agreements of the parties and the applicable Texas law, the HOSPITAL owes no refund to HUMANA for treating Patient #3.

D. LATE PAYMENT PENALTIES AND ATTORNEY'S FEES OWED FOR LATE PAYMENT OF CLAIM FOR TREATING PATIENT #4.

66. From December 2, 2012 through December 5, 2012, a patient whose initials are K. Q. but who will only be identified hereinafter as "Patient #4", was admitted to Plaintiff's hospital in Bexar County, Texas; and, thereafter, Patient #4 was properly provided medically necessary hospital treatment, goods and services by the HOSPITAL. Furthermore, on information and belief, before Patient #4 was treated, it is believed that he / she signed, under oath (*via* a notarized jurat), an irrevocable assignment (i.e., to the HOSPITAL) of all of Patient #4's right title and interest in all claims, causes of action and benefits Patient #4 was entitled to receive from all insurance companies, health maintenance organizations, and health plans including, but not limited to, HUMANA INSURANCE CO. and HUMANA HEALTH PLAN.¹² Thus, this HOSPITAL enjoys, by reason of the assignment, more standing to complain about, and sue HUMANA for, underpayments and late payments of the HOSPITAL's claims for treating Patient#4, than did Patient #4.

67. Furthermore, at the time Patient #4 was treated at the HOSPITAL, Patient #4 was considered "In-Network", in that Patient #4 was insured / covered by under an insurance policy or health plan issued or underwritten by HUMANA INSURANCE CO. and / or HUMANA HEALTH PLAN, both of which are also reasonably believed to have entered into one or more SUBSCRIBER SERVICES AGREEMENTS with Three Rivers Provider Network, Inc. (i.e., the same PPO which had also entered into the PREFERRED PROVIDER AGREEMENT with the HOSPITAL in 2007, as described above). Thus, as it related to the care the HOSPITAL provided to Patient #4, the HOSPITAL was a PREFERRED PROVIDER in the Three Rivers Provider Network PPO (i.e., known as "TRPN"), as explained in the underlying back ground facts recited above.

¹² The irrevocable assignment which it is believed this patient signed had language similar to that which Patient #1 signed, as described previously in this pleading.



68. Before Patient #4 was admitted for hospitalization and treatment at the HOSPITAL, Patient #4 presented a HUMANA identification card to the HOSPITAL, which identified this patient as an insured member of HUMANA HEALTH PLAN, being administered by HUMANA; and which advised providers (including the Plaintiff in this case) to telephone Humana's agent (i.e., using a phone number given on THE HUMANA identification card), for verification of coverage and precertification of medical or surgical services. As instructed on the HUMANA identification card, the HOSPITAL's insurance verification clerk did telephone HUMANA, at which time HUMANA's agent represented to the HOSPITAL that Patient #4 was a covered member of HUMANA HEALTH PLAN; and that Patient #4 was, therefore, covered under HUMANA HEALTH PLAN, which was being administered by HUMANA INSURANCE CO. Furthermore, after the HOSPITAL's insurance verification clerk gave Humana's agent a detailed description of the operative procedures and CPT Codes which Patient #4's doctors wanted Patient #4 to undergo at the HOSPITAL, HUMANA's agent also approved / pre-authorized hospitalization for those surgical procedures to be performed on Patient #4 while admitted in the HOSPITAL.

69. The HOSPITAL reasonably relied upon the assurances, verifications and pre-authorization given by Humana's agent and agreed to admit Patient #4; and on December 2, 2012 Patient #4 was admitted and received the medically necessary hospital care and treatment Patient #4's doctors ordered for Patient #4 to receive and undergo at the HOSPITAL, and which HUMANA's agent also approved / pre-authorized. Patient #4 was thereafter discharged on December 5, 2012.

70. On December 14, 2012 the HOSPITAL timely and properly submitted its clean claim for the pre-authorized hospitalization, care and treatment it provided to Humana's insured member / Patient #4; and the HOSPITAL submitted its clean claim to HUMANA Insurance Company, electronically, for total charges of \$189,306.61. Therefore, January 13, 2013 was both the contractual and statutory claim payment deadlines, by which HUMANA must have make a claim determination and paid the HOSPITAL (i.e., as a PREFERRED PROVIDER

in the Three Rivers Provider Network PPO), the full amount owed on the HOSPITAL's claim for treating Patient #4.

71. However, HUMANA did not comply with the applicable statutory or contractual requirements that it make a prompt payment of the HOSPITAL's claim for treating Patient # 4, on or before January 13, 2012; and, in particular, HUMANA did not even attempt to make any payment on the HOSPITAL's claim until February 3, 2013, when HUMANA made a \$105,871.70 payment. This payment was not only late by three (3) weeks; but the payment was also deficient in amount, in that it was at least \$26,642.93 less than the HOSPITAL was entitled to receive pursuant to the managed care contracts described herein.

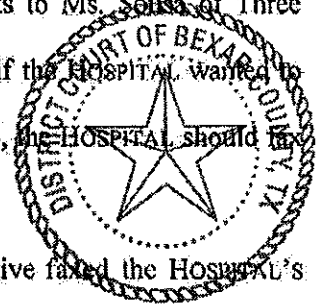
72. Upon receipt of the \$105,871.70 payment on or about February 3, 2012, the HOSPITAL had concerns about the claim pricing and processing for treating Patient #4; and, when the HOSPITAL later spoke with the insurance company's representative / agent, that representative asserted / told the HOSPITAL:

- that the claim had been paid according to the PREFERRED PROVIDER AGREEMENT between Three Rivers Provider Network, Inc. and the HOSPITAL; and
- If the HOSPITAL had questions or concerns about how the Three Rivers Provider Network, Inc. PPO discount was applied to this particular claim, the HOSPITAL would need to call and speak to a of Three Rivers Provider Network, Inc. (i.e., Stephanie Sousa), whose phone number was (619) 600-4855.

73. Because the HOSPITAL did have questions and concerns about how the Three Rivers Provider Network PPO discount was applied to this particular claim for treating Patient #4, on March 5, 2012 the HOSPITAL's representative did call and speak to Stephanie Sousa of Three Rivers Provider Network, Inc.; and during that telephone conversation the HOSPITAL's representative did tell Ms. Sousa that:

- the HOSPITAL disagreed with the way and manner in which the claim was priced and paid; and
- the HOSPITAL did not agreed that this claim was priced and paid according to the PARTICIPATING PROVIDER AGREEMENT between Three Rivers Provider Network, Inc. and the HOSPITAL

In response to the HOSPITAL's representative's above described statements to Ms. Sousa of Three Rivers Provider Network, Inc., Ms. Sousa told the HOSPITAL's representative that, if the HOSPITAL wanted to "Appeal" the amount of the payment of the HOSPITAL's claim for treating Patient #4, the HOSPITAL should fax its Appeal to Three Rivers Provider Network, Inc. using fax number (619) 600-4818.



74. The next day (i.e., on March 6, 2012), the HOSPITAL's representative faxed the HOSPITAL's written Appeal of the amount of the payment on the HOSPITAL's claim for treating Patient #4, to HUMANA and to Three Rivers Provider Network, Inc. using fax number (619) 600-4818; and the HOSPITAL's Appeal pointed out the HOSPITAL disagreed with the way the claim was repriced, in that it was deficient by not less than \$26,642.93. In violation of the applicable Texas law set forth in the TEXAS INSURANCE CODE, however, neither HUMANA nor Three Rivers Provider Network, Inc. ever responded, in writing, to the HOSPITAL's written Appeal of the amount paid on the HOSPITAL's claim for treating Patient #4.

75. In any event, it is beyond dispute that when HUMANA did eventually make its \$105,871.70 payment on February 3, 2012 (i.e., HUMANA's only payment on this claim), that payment was late by not less than 21 days; but the HOSPITAL also contends that its claim was under paid by not less than \$26,642.93. Consequently, HUMANA did not fulfilled either its *contractual* or its *statutory* obligations to *promptly* make a claim determination and pay the HOSPITAL, as a PREFERRED PROVIDER in the Three Rivers Provider Network PPO, the full amount owed on the claim in question.

76. Even if it were assumed that HUMANA's \$105,871.70 payment on February 3, 2012 was the correct amount which was initially owed on this particular claim (i.e., pursuant to the applicable agreements), which is not admitted, by reason of HUMANA's late payment of that \$105,871.70 amount HUMANA still owes the HOSPITAL statutory late payment penalties OF not less than \$41,717.46, pursuant to §1301.137 of the TEX.

INS. CODE.¹³ Therefore, as of February 3, 2012 HUMANA still owed the HOSPITAL not less than \$41,717.46 for statutory late payment penalties on this claim.

77. Notwithstanding these facts, however, HUMANA began sending letters to the HOSPITAL, erroneously contending that HUMANA had made an "overpayment" to the HOSPITAL (i.e., doing so at a time when HUMANA still owed the HOSPITAL more money for treating Patient #4); and, consequently, it became necessary for the HOSPITAL to hire attorney Randal Payne and the SULLINS & JOHNSTON P.C. law firm to investigate the facts of this claim and enforce the HOSPITAL's rights:

- not to be deceived into making an unwarranted refund to HUMANA; and
- to be paid the full amount owed by HUMANA, pursuant to the written managed care agreements and the applicable Texas law.

78. By his letter dated March 21, 2013 and sent to HUMANA via certified mail return receipt requested, the HOSPITAL's attorney:

- disputed that any refund was owed HUMANA by the HOSPITAL for treating Patient #3; and
- gave "Notice of Claim" to HUMANA for the prompt payment of:
 - \$41,717.46 in late payment penalties, pursuant to TEX. INS. CODE §843.342 and / or §1301.137; and
 - \$10,000 in attorney's fees.

Notwithstanding these facts, however, HUMANA unjustifiably refused to give notice that it was abandoning its claims against the HOSPITAL for a refund for the payments HUMANA had made on the

¹³ The applicable sections of the TEX. INS. CODE, provide that if HUMANA fails to make a timely payment of the proper amount within 1 - 45 days late, HUMANA must pay the contracted rate owed on the claim plus a penalty in the amount of the lesser of:

- 50% of the difference between the billed charges as submitted on the claim (i.e., \$189,306.61) and the contracted rate (i.e., \$105,871.70) [$\$189,306.61 - \$105,871.70 = \$83,434.91 \times .50 = \$41,717.46$];
- or
- \$100,000.

HOSPITAL's claim for treating Patient #4; nor did HUMANA pay the HOSPITAL the additional moneys owed on HOSPITAL's claim for treating Patient #4.

79. Consequently, the HOSPITAL seeks the recovery of all monies still owed ~~as late payment penalties~~ owing on the HOSPITAL's claim for treating Patient #4, as well as the reasonable and customary attorneys' fees for the necessary legal services performed by the HOSPITAL's attorneys in efforts to enforce the HOSPITAL's statutory and contractual rights (i.e., as, both, an under paid PREFERRED PROVIDER and as a late paid PREFERRED PROVIDER in the Three Rivers Provider Network PPO), through trial and all levels of appeal.

80. The HOSPITAL is also seeking a Declaratory Judgment from this Court, pursuant to TEX. CIV. PROC. & REM. CODE Chapter 37, adjudicating the obligations and liabilities of the parties to one another, in light of the operative facts; and, specifically, the HOSPITAL is seeking a Declaratory Judgment that, pursuant to the written agreements of the parties and the applicable Texas law, the HOSPITAL owes no refund to HUMANA for treating Patient #4.

DECLARATORY JUDGMENT CAUSES OF ACTION

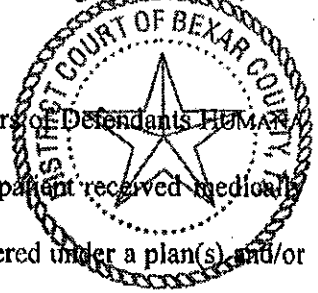
81. All of the paragraphs above are incorporated into this section of this pleading by reference, as if fully set forth verbatim.

82. The HOSPITAL is seeking a Declaratory Judgment from this Court, pursuant to TEX. CIV. PROC. & REM. CODE Chapter 37, adjudicating the obligations and liabilities of the parties to one another, in light of the operative facts; and, specifically, the HOSPITAL is seeking a Declaratory Judgment that, pursuant to the written agreements of the parties and the applicable Texas law, the HOSPITAL owes no refunds to Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY for any payments they made to the HOSPITAL on its claims treating Patients #1, #2, #3 or #4.

BREACHES OF CONTRACT CAUSES OF ACTION

83. All of the paragraphs above are incorporated into this section of this pleading by reference, as if fully set forth verbatim.

84. The above described patients were insured members / covered members of Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY; and each patient received medically necessary care and treatment from the HOSPITAL, which treatment and care was covered under a plan(s) and/or policy(ies) of insurance issued and / or underwritten by Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY Co.



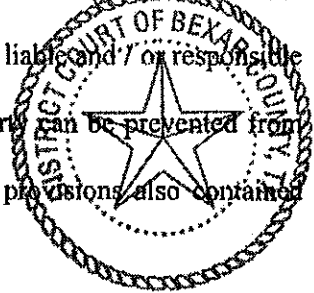
85. Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY intentionally availed themselves of the benefits of the PARTICIPATING PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. PPO, by attempting to take the contractual discounts provided for under the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. (the PPO).¹⁴

86. Furthermore, Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY were third party beneficiaries under the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. Similarly, the HOSPITAL was a third party beneficiary of the SUBSCRIBER SERVICES AGREEMENT(s) among Three Rivers Provider Network, Inc., HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY.

87. The HOSPITAL contends that HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY expressly agreed to the contractual provisions in the PREFERRED PROVIDER AGREEMENT by reason of the above cited contracts, documents and transactional background. However, even if it can be argued that HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY were not signatories to the

¹⁴ Although the Defendants took advantage of the existence of PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc. (i.e., by attempting to take the contractual discounts provided for under the PREFERRED PROVIDER AGREEMENT), the HOSPITAL is not admitting that the Defendants correctly applied the discounts set forth in the PREFERRED PROVIDER AGREEMENT; and indeed, it is the position of the Plaintiff that the Defendants did not accurately calculate and pay the correct amounts which are owed the HOSPITAL, at the rates set forth in the PREFERRED PROVIDER AGREEMENT or any of the other applicable contracts creating the Defendants' contractual / legal obligations to pay the HOSPITAL.

agreement in which the prompt and proper payment provisions, among others, are set forth (i.e., which is not admitted), the HOSPITAL will show that a non-signatory to a contract can still be held liable and / or responsible for the provisions contained therein. Under the doctrine of equitable estoppel, a party can be prevented from claiming the benefits of a contract while seeking to avoid the sometimes onerous provisions also contained therein (i.e., such as prompt and proper payment provisions).

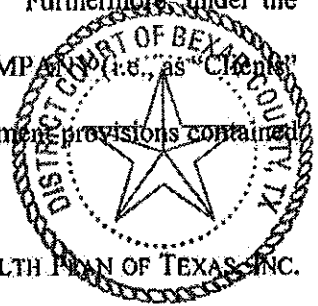


88. In this case, HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY have previously asserted / taken the positions that, because HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY entered into the SUBSCRIBER SERVICES AGREEMENT(s) with the PPO (i.e., Three Rivers Provider Network, Inc.) and thereby became "Clients" of Three Rivers Provider Network, Inc.:

- a. HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY are legally entitled to take 20% discount off of the HOSPITAL's charges for the medically necessary treatment and services rendered to HUMANA's insured members (i.e., as set forth in the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc.); and
- b. The HOSPITAL should be legally obligated to accept, as "payment in full", only 80% of the HOSPITAL's charges for the medically necessary treatment and services rendered to HUMANA's insured members for all of the HOSPITAL's claims for the medically necessary treatment and services rendered to HUMANA's insured members (i.e., as set forth in the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc.), while HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY simultaneously seek to avoid the prompt and proper rate payment provisions contained in the very same PREFERRED PROVIDER AGREEMENT.

89. Under the doctrine of equitable estoppel, HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY are estopped from both claiming the benefits of the contractual discount provided for in the PREFERRED PROVIDER AGREEMENT without also being held legally responsible for paying the rates set forth therein, on or before the claim payment deadlines set forth in that same PREFERRED PROVIDER AGREEMENT. Even if HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY are ultimately found to be "non-signatories" to the PREFERRED PROVIDER AGREEMENT, it is the HOSPITAL's contention that HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY (i.e., as "Clients" of Three Rivers Provider

Network, Inc.) third-party beneficiaries of that PREFERRED PROVIDER AGREEMENT.¹⁵ Furthermore, under the applicable law, HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY (i.e., as "Clients" of Three Rivers Provider Network, Inc.), should be bound by the rate and prompt payment provisions contained in said PREFERRED PROVIDER AGREEMENT.



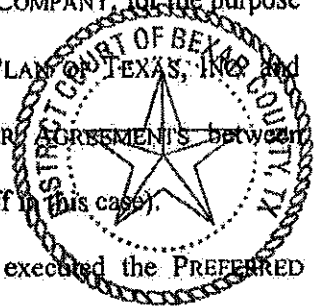
90. Additionally, it is also the HOSPITAL's contention that HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY should also be bound by the rate and prompt payment provisions contained in the PREFERRED PROVIDER AGREEMENT because, it is reasonably believed that HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY (i.e., as "Clients" of Three Rivers Provider Network, Inc.), knowingly and intentionally:

- a. Signed SUBSCRIBER SERVICES AGREEMENT(s) with Three Rivers Provider Network, Inc., for the purpose of deriving the substantial financial benefits of procuring a network of PROVIDERS contractually bound to treat HUMANA'S INSURED members at *discounted* rates set forth in the PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc.
- b. Signed other documents whereby HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY agreed to:
 - i. pay or arrange to pay PREFERRED PROVIDERS in the Three Rivers Provider Network PPO (i.e., including the HOSPITAL) in accordance with the rates and payment deadlines set forth in the PREFERRED PROVIDER AGREEMENT between those PREFERRED PROVIDERS and Three Rivers Provider Network, Inc.; and
 - ii. comply with the other applicable terms and conditions of PARTICIPATING PROVIDER AGREEMENT between those PREFERRED PROVIDERS and Three Rivers Provider Network, Inc. for the markets and the networks for which Humana Health Plan of Texas, Inc. and HUMANA INSURANCE COMPANY purchased those.

91. Signed powers of attorney which provided that Humana Health Plan of Texas, Inc. and HUMANA INSURANCE COMPANY appointed and authorized Three Rivers Provider Network, Inc. to be the agent and

¹⁵ As evidenced by Three Rivers Provider Network, Inc.'s "Client Listing" posted on its website at all times material to this lawsuit, a copy of which is attached hereto as Exhibit B, HUMANA is clearly one of Three Rivers Provider Network, Inc.'s "Client", as that phrase is defined in ¶ 1 of the PARTICIPATING PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider network, Inc. (see page 1 of the attached Exhibit A).

attorney-in-fact of HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, for the purpose of making, executing, acknowledging and delivering (i.e., in HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY's place and stead), those PREFERRED PROVIDER AGREEMENTS between PREFERRED PROVIDERS and Three Rivers Provider Network, Inc. (i.e., like the Plaintiff in this case).



92. On information and belief, Three Rivers Provider Network, Inc. executed the PREFERRED PROVIDER AGREEMENT with HOSPITAL as an authorized agent and attorney in fact for HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY (i.e., Disclosed Principals on whose behalf Three Rivers Provider Network, Inc. was acting) thereby obligating HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY to promptly pay (i.e., at the discounted rates set forth therein) the HOSPITAL for services rendered to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY's insured members, including Patients # 1, #2, #3 and #4. Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and / OR HUMANA INSURANCE COMPANY unjustifiably failed to pay the contracted rates / agreed upon rates in a timely manner in violation of above cited provisions of the TEXAS PROMPT PAYMENT STATUTE (i.e., which are set forth in the TEXAS INSURANCE CODE) and in material breach of:

- The PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc.;
- The SUBSCRIBER SERVICES AGREEMENT(S) among HUMANA HEALTH PLAN OF TEXAS, INC., HUMANA INSURANCE COMPANY, and Three Rivers Provider Network, Inc. (i.e., under which the HOSPITAL was a third party beneficiary);
- The policies of insurance and / or the health plans which covered the patients, which the HOSPITAL has standing to sue for by reason of the irrevocable assignments which each of the patients made to the HOSPITAL before or at the time the patients were being admitted to the HOSPITAL; and
- All the related agreements and documents evidencing the relationships and authorizations given and existing among the PPO (i.e., Three Rivers Provider Network, Inc.) and Defendants HUMANA HEALTH PLAN OF TEXAS, INC., HUMANA INSURANCE COMPANY (as Clients of Three Rivers Provider Network, Inc.).

93. The above described conduct of HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY constitutes material breaches of:

- The PREFERRED PROVIDER AGREEMENT between the HOSPITAL and Three Rivers Provider Network, Inc.;
- The SUBSCRIBER SERVICES AGREEMENT(S) among HUMANA HEALTH PLAN OF TEXAS, INC., HUMANA INSURANCE COMPANY, and Three Rivers Provider Network, Inc. (i.e., under which the HOSPITAL is a third party beneficiary);
- The policies of insurance and / or the health plans which covered the patients, which the HOSPITAL has standing to sue for, by reason of the irrevocable assignments which each of the patients made to the HOSPITAL before or at the time the patients were being admitted to the HOSPITAL; and
- All the related agreements and documents evidencing the relationships and authorizations given and existing among the PPO (i.e., Three Rivers Provider Network, Inc.) and Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY (as Clients of Three Rivers Provider Network, Inc.).

94. HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY's material breaches of the agreements described herein proximately caused actual damages to the HOSPITAL in an amount in excess of the minimum jurisdictional limits of this court.

PROMISSORY ESTOPPEL CAUSE OF ACTION

95. All of the paragraphs above are incorporated into this section of this pleading by reference, as if fully set forth verbatim.

96. In the alternative, but initially insisting upon the BREACHES OF CONTRACT causes of action asserted above, the HOSPITAL pleads for recovery of monetary awards under the doctrine of promissory estoppels; and, in support of this cause of action, the HOSPITAL would show:

- HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY made promise(s) to HOSPITAL both directly and through its agent, the PPO (i.e., Three Rivers Provider Network, Inc.) and through the associated PREFERRED PROVIDER AGREEMENT, the SUBSCRIBER SERVICES AGREEMENT(S) and, perhaps, the other related documents, to pay the HOSPITAL promptly and in accordance with the PREFERRED PROVIDER AGREEMENT;
- HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY knew or should have known that HOSPITAL would rely upon those promise(s); and

- the HOSPITAL reasonably and substantially relied on those promises to the HOSPITAL in amounts greatly in excess of the minimum jurisdictional limits of this court.

QUANTUM MERUIT CAUSE OF ACTION



97. All of the paragraphs above are incorporated into this section of this pleading by reference, as if fully set forth verbatim.

98. In the alternative, but initially insisting upon the BREACHES OF CONTRACT causes of action asserted above, the HOSPITAL pleads for recovery of monetary awards under the doctrine of quantum meruit; and, in support of this cause of action, the HOSPITAL would show:

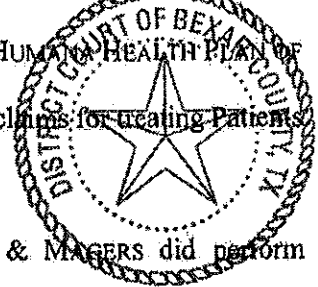
- the HOSPITAL furnished valuable medical services, hospital care and treatment to patients who were insured members covered under the policies and health plans issued / underwritten by HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY;
- the valuable medical services, hospital care and treatment were accepted by HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY and by its insured members;
- the valuable medical services, hospital care and treatment were furnished under circumstances which reasonably notified HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY that the HOSPITAL expected to be paid its usual and customary, fair and reasonable charges for the hospital care and treatment it provided;
- the HOSPITAL has not been paid the usual and customary, fair and reasonable charges for the valuable medical services, hospital care and treatment it provided to patients covered under the policies and health plans issued / underwritten by HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY; and
- the HOSPITAL has been damaged in amounts greatly in excess of the minimum jurisdictional limits of this court.

ATTORNEY'S FEES

99. All of the paragraphs above are incorporated into this section of this pleading by reference, as if fully set forth verbatim.

100. It was necessary for the HOSPITAL to retain the services of attorneys licensed to practice law in the state of Texas to represent the HOSPITAL's legal interests and to protect the HOSPITAL's rights. Consequently, the HOSPITAL hired the law firm of SULLINS, JOHNSTON, ROHRBACH, & MAGERS and its attorneys

to investigate the allegations of HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, later found to be wholly unfounded, to the effect that the HOSPITAL owed refunds to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY for the payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4.



101. Attorneys with the law firm of SULLINS, JOHNSTON, ROHRBACH, & MAGERS did perform necessary legal services and investigations into the allegations of HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, to the effect that the HOSPITAL owed refunds to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY for the payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4. In this respect, the HOSPITAL's attorneys found HUMANA's allegations to be wholly unfounded, in that the HOSPITAL did not / does not owe any refunds to HUMANA HEALTH PLAN OF TEXAS, INC. or HUMANA INSURANCE COMPANY (i.e., for the payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4).

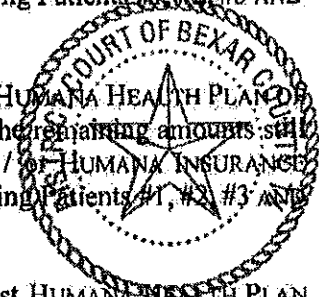
102. Indeed, and to the contrary, the HOSPITAL's attorneys found that HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY owed the HOSPITAL additional monies on the claims for treating Patients #1, #2, #3 AND #4. Furthermore, the HOSPITAL's attorneys made formal presentment and demand upon HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY for the additional amounts owed the HOSPITAL.

103. Therefore, the HOSPITAL seeks to recover the reasonable and customary attorneys' fees for the necessary legal services performed on behalf of the HOSPITAL including, but not limited to, all legal fees for:

- The investigations of all of the unfounded allegations of HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY (i.e., to the effect that the HOSPITAL owed refunds to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY for the payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4);
- The drafting of letters on behalf of the HOSPITAL, and submitting same to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, objecting to / disputing their allegations (i.e., to the effect that the HOSPITAL owed refunds to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA

INSURANCE COMPANY for the payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4);

- The drafting of letters on behalf of the HOSPITAL, and submitting same to HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, making demand for the remaining amounts still owed to the HOSPITAL by HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY(i.e., for their underpayments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4); and
- Filing and prosecuting this lawsuit, on behalf of the HOSPITAL and against HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, asserting claims on behalf of the HOSPITAL for:
 - A money judgment in favor of the HOSPITAL for the remaining amounts still owed to the HOSPITAL by HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY(i.e., for their underpayments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4); and
 - A Declaratory Judgment against HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY declaring that the HOSPITAL does not owe any refunds to HUMANA HEALTH PLAN OF TEXAS, INC. and / or HUMANA INSURANCE COMPANY(i.e., for any of their payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4).



104. The HOSPITAL / Plaintiff hereby sues Defendants to recover equitable and just attorneys fees pursuant to Chapter 37 of TEXAS CIVIL PRACTICE & REMEDIES CODE (i.e., for Declaratory Judgment); and the Plaintiff also sues Defendants to recover reasonable and customary attorneys fees pursuant to Chapter 38 of the TEXAS CIVIL PRACTICE & REMEDIES CODE (i.e., for a money judgment).

105. In this respect, the HOSPITAL / Plaintiff will show that it has agreed to pay its attorneys reasonable fees for the necessary legal services they perform on behalf of the HOSPITAL with respect to the matters made the basis of this lawsuit; and the HOSPITAL / Plaintiff will show that the attorneys fees for the necessary legal services will, in reasonable probability, be not less than:

- \$250,000.00 for the necessary legal services the attorneys perform on behalf of the HOSPITAL, through the trial and judgment being entered in this lawsuit;
- An additional \$100,000 for the necessary legal services the attorneys perform on behalf of the HOSPITAL, from the conclusion of the trial and entry of judgment up through an opinion being rendered in any Court of Appeal; and

- An additional \$100,000 for the necessary legal services the attorneys perform on behalf of the HOSPITAL, from the date an opinion is rendered in any Court of Appeal up through the conclusion of any Appeal to the Texas Supreme Court.

RIGHT TO AMEND

106. The HOSPITAL specifically reserves the right to amend these pleadings pursuant to pre-trial discovery, upon order of the Court, or as Plaintiff's attorneys deem appropriate.

REQUEST FOR DISCLOSURE

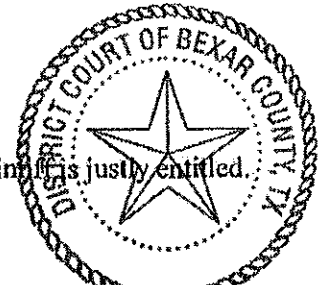
107. Under TEXAS RULE OF CIVIL PROCEDURE 194, the HOSPITAL requests that HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY both disclose, within 50 days of the service of this Original Petition, the information or material described in Rule 194.2.

PRAYER

WHEREFORE, PREMISES CONSIDERED Plaintiff, Innova Hospital San Antonio, L.P., requests that Defendants HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY be cited to appear and answer; and that, after trial or other hearing on any dispositive motion, Plaintiff have judgment against Defendants, jointly and severally, for the following:

- (i) A Declaratory Judgment against HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY declaring that the HOSPITAL / Plaintiff does not owe any refunds to HUMANA HEALTH PLAN OF TEXAS, INC. and/or HUMANA INSURANCE COMPANY for any of their payments of the HOSPITAL's claims for treating Patients #1, #2, #3 AND #4.
- (ii) A money judgment against HUMANA HEALTH PLAN OF TEXAS, INC. and HUMANA INSURANCE COMPANY, jointly and severally, for:
 - All of the Plaintiff's actual damages for amount of the underpaid claims (i.e., based upon the contacted rates which should have been paid, but were not);
 - Pre-judgment interest on all damages at the highest legal rate;
 - Equitable and just attorney's fees, through trial and all levels of appeal, for the Declaratory Judgment cause of action, pursuant to Chapter 37 of TEXAS CIVIL PRACTICE & REMEDIES CODE;
 - Reasonable and customary attorney's fees, through trial and all levels of appeal, for the Breach of Contract and Suit On Debt causes of action, pursuant to Chapter 38 of TEXAS CIVIL PRACTICE & REMEDIES CODE;

- All costs of court;
- Post judgment interest at the highest legal rate; and
- (iii) Such other and further relief, general or special, legal or equitable, to which Plaintiff is justly entitled.



Respectfully submitted,

SULLINS, JOHNSTON, ROHRBAUGH & MAGERS

By:

Randal L. Payne
RANDAL L. PAYNE, TBA#15661000

MICHAEL J. DULANEY, TBA#24059698

2200 Phoenix Tower

3200 Southwest Freeway

Houston, Texas 77027

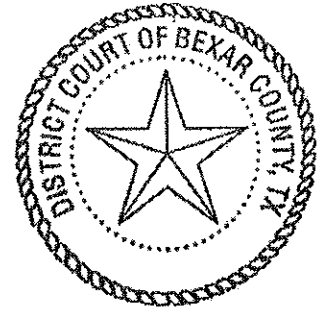
Tel 713.521.0221

Fax 713.521.3242

ATTORNEYS FOR PLAINTIFF, INNOVA HOSPITAL SAN ANTONIO, L.P.



*Trpn Mack
619-230-8152*



Dear Provider:

Welcome to Three Rivers Provider Network. Enclosed with this contract, is a Quick Reference guide to assist your staff in working with the TRPN members.

We request that you send all updates monthly, so we can forward this information to our payers. We notify our payers of the changes, additions, and terminations on every fifteenth of the month. These updates may be mailed, faxed (619-230-1500), or emailed to TrpnDataEntry@aol.com to the attention of Veronica Pimentel. If you have any questions, comments or concerns please contact Mylessa Esmele at (619-230-8695).

Again, we welcome you to Three Rivers Provider Network and look forward to a long and mutually prosperous relationship.

Sincerely,

Blaine D. Pollock

Blaine D. Pollock,
President



THREE RIVERS PROVIDER NETWORK
Quick Reference Guide

1620 5th Avenue Suite 900
San Diego, CA 92101

Provider Contracting:

Cande Quintana
cquintana@trpnppo.com

Micky Musolf
mmusolf@trpnppo.com

Susan Antonio
santonio@trpnppo.com

Aurora Bragdon
abragdon@trpnppo.com

Lani Hazelton
lhazelton@trpnppo.com

Regina Wolgamott
rwolgamott@trpnppo.com

Christopher Majomut
cmajomut@trpnppo.com

Jim Benuska
jbenuska@trpnppo.com

Cathy Magana
cmagana@trpnppo.com

Colin Sinclair
csinclair@trpnppo.com

Provider Relations/Updates:

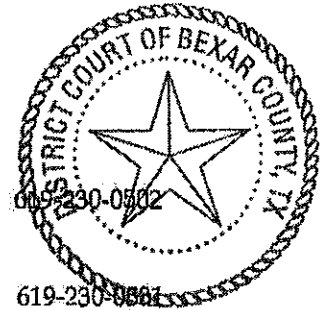
Mylessa Esmele
mesmele@trpnppo.com

Veronica Pimentel
trpndataentry@trpnppo.com

Contracting & Appeals Contact:

Customer Service

Trinh Mach
mach@trpnppo.com



619-230-0502

619-233-2883

619-233-2882

619-358-9429

619-564-8264

619-269-3796

619-230-0530

619-233-2884

619-230-0424

619-230-8695

800-966-8776

619-546-8452



Deborah Hay
dhay@trpnppo.com

619-230-0503

Marci Lopez
mlopez@trpnppo.com

619-230-0529

Camilla Wheeler
cwheeler@trpnppo.com

619-230-0769

Tashima Hooker
thooker@trpnppo.com

619-756-6034

Erika Fuerte
efuerte@trpnppo.com

619-230-6616

Arthur Maldonado
amaldonado@trpnppo.com

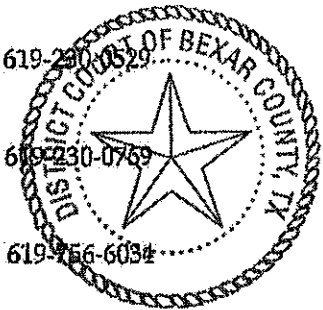
619-230-0534

Rachel Boxleitner
rboxleitner@trpnppo.com

619-756-6031

Leyna Ragsdale
lragsdale@trpnppo.com

619-230-0532



Medical Management:	See ID Card
Customer/Member Services:	See ID Card
Claims Inquiry:	See ID Card
Prior Auth./Benefits & Eligibility	See ID Card
Co-pays:	See ID Card
Electronic Claims Submission	Available, but not required
Mail Claims to:	See ID Card
Claim Filing Limit:	180 days from date of service
Claim Appeal Limit:	90 days from date of receipt of payment
Claim Appeals/Problems:	800-966-8776 FAX: 619-230-1500
Contracted Labs:	see web site www.trpnppo.com



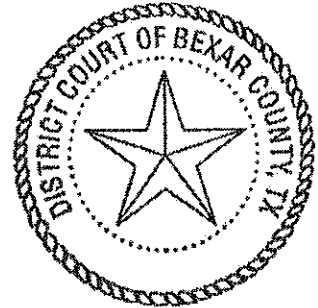
Contracted Radiology:

see web site
www.trpnppo.com

TRPN does not assign Primary Care Providers

Contracted Hospitals

see web site
www.trpnppo.com



TRPN QUICK REFERENCE GUIDE

Ownership: Blaine Pollock, President

Provider Information: TRPN clients agree to list all participating providers in provider directories and maintain the information as long as the agreement is in effect. TRPN has a new web site where members and providers may access providers nationally: www.trpnppo.com

Payment: TRPN shall require Clients to process and reimburse the "Provider" within thirty (30) calendar days upon the receipt by the Claims Administrator of *clean* claims.

Medical Records: If required to process claim, records shall be requested within ten (10) calendar days of original receipt of claim, such claims shall then be processed promptly and payment made to Provider within ten (10) calendar days of the receipt by the Claims Administrator of the requested records.

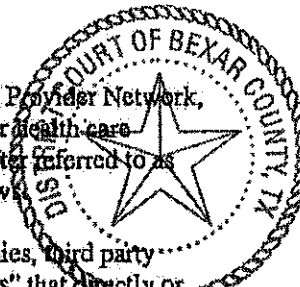
Reimbursement: Providers and facilities will be paid according to reimbursement information as listed in Attachment A of the contract for all covered service



**THREE RIVERS PROVIDER NETWORK
AGREEMENT WITH**

INNOVA HOSPITAL SAN ANTONIO

This Agreement is made this 14th day of February 2007, by and between Three Rivers Provider Network, Inc., a Nevada Corporation ("TRPN") and Innova Hospital San Antonio, a hospital for health care services. TRPN contracts with hospitals, physicians, ancillaries and entities hereinafter referred to as "Facility" rendering medical and health care services at pre-determined rates as follows:



1. Clients, Covered Services, Contract Rates: TRPN contracts with insurance companies, third party administrators, health plans, individuals and entities hereinafter referred to as "Clients" that directly or indirectly access TRPN contracted providers for covered services. Covered Services shall include all services that are medically necessary including health, workers' compensation, automobile and general liability. ~~When rates are used in conjunction with this Agreement, there will be a twenty percent (20%) discount off of the rates that would otherwise be charged for covered services less any applicable co-payments or insurance co-insurance or deductibles.~~ Clients are obligated to make payment directly to facilities only at the contracted rate as payment in full. Facility shall not balance bill the patient upon receipt of payment in full at the contracted rate. TRPN has no responsibility to make payments on behalf of Clients. Payments shall be made within thirty (30) calendar days of receipt of clean claim. Where a state mandated fee schedule exists, provider agrees to accept a ten percent (10%) discount below the state schedule. Payments made and cashed by the provider shall be accepted as payment in full providing the total payment including the member's portion is not less than the contracted rate.

2. Licenses, Standards of Care: Facility agrees to deliver health care services that meet all legal standards of care complying with applicable Federal, State and Local laws and maintains the standards of NCQA and/or JCAHO. The provider is delegated by TRPN to carry out and/or assign credentialing responsibilities. Evidence of such licenses, certificates and standards shall be made available to TRPN upon request.

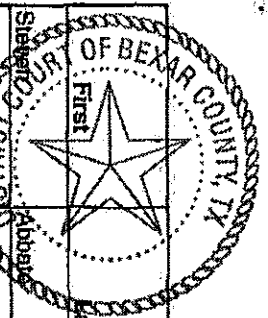
3. Term and Termination: This Agreement shall continue in effect for a period of two (2) years with automatic successive one (1) year terms. This Agreement may be terminated by either party without cause with a ninety (90) day prior written notice to the other party at the mailing addresses listed under the signatures. This Agreement may be immediately terminated with cause by TRPN should facility lose applicable licenses, malpractice coverage, fail to honor the applicable contracted rates pursuant to this Agreement, or if any information provided in Attachment A is illegible, incomplete, or invalid.

4. Dispute Resolution: This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. Provider agrees to meet and confer in good faith to resolve any disputes that may arise under this Agreement. If a dispute between TRPN and Provider arises out of this Agreement and is not resolved, either party may submit the dispute to arbitration which shall be commenced and conducted in accordance with the Rules of Practice and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") as in effect at the time ("JAMS Rules").

5. Attachment A: All information provided in Attachment A of this Agreement is complete and accurate to the best of Facilities knowledge and Facility shall immediately notify TRPN of any changes thereto.

6. Facsimile Signatures: The parties agree that facsimile signatures of authorized representatives of the parties shall legally bind the parties to the terms and conditions of this Agreement as if the signatures were original and shall be considered evidence of a fully executed Agreement.

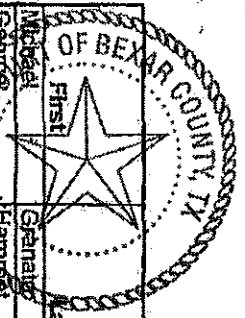




First	Last	Degree	Specialty	Practice Address	City
Steven	Abbott	MD	Bariatric Surgery/General Surgery	8038 Wurzbach Rd, Suite 210	San Antonio
Audencia	Arbuckle	MD	Bariatric Surgery/General Surgery	13111 East Freeway #109	Houston
Garrett	Andersen	MD	Radiotherapy	P.O. Box 29441	San Antonio
James	Andy	MD	IM/Pulmonology	2727 Babcock #A	San Antonio
Fernando	Avila	MD	Anesthesiology	700 So. Saint Mary's Street	San Antonio
Amanda	Barrella	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Lorenzo	Bernavides	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Richard	Benedict	MD	Radiotherapy	P.O. BOX 29441 / 8401 Datapoint #600	San Antonio
Steven	Bowers	MD	General Surgery	4647 Medical Drive	San Antonio
Gregory	Boys	MD	Radiotherapy	P.O. Box 29441 / 8401 Datapoint 3600	San Antonio
Ricardo	Castillo	DO	Emergency Medicine	4243 E Southcross, #205	San Antonio
Raimo	Caavazos	MD	Bariatric Surgery/General Surgery	8711 Village Dr. #202	San Antonio
Robert	Ching	DO	Internal Medicine	4243 E Southcross #201	San Antonio
John	Clement, IV	MD	Radiotherapy	P.O. Box 29441	San Antonio
Keith	Crow	MD	Radiotherapy	8401 Datapoint Dr #600	San Antonio
Michael	Duan	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Jude	Espinoza	MD	IM/Cardiology	4045 E Southcross	San Antonio
Steven	Fath	MD	Bariatric Surgery/General Surgery	1346 E Walnut	Seguin
Alfredo	Fialo	MD	IM/Nephrology	1222 McCullough Ave #300	San Antonio
Nicholas	Foreto	MD	IM/Nephrology	2391 NE LOOP 410 #405	San Antonio
Peter	Fornos	MD	IM/Pulmonology	311 Camden #504	San Antonio
Kevin	Franklin	MD	General Surgery	4242 E Southcross #1	San Antonio
Morris	Franklin, Jr	MD	General Surgery	4242 E Southcross, #1	San Antonio
Terence	Fried	MD	IM/Nephrology	116 Gallery Circle #201	San Antonio
David	Garcia	MD	IM / Gastroenterology	P.O. BOX 780038 / 540 Madison #210	San Antonio
James	Gilley	MD	Radiotherapy	P.O. Box 29441	San Antonio
Jeffrey	Glass	MD	General Surgery	4242 E Southcross, #1	San Antonio
David	Golden	MD	Radiotherapy	P.O. Box 29441	San Antonio
John	Gonzalez	MD	Bariatric Surgery/General Surgery	4242 E Southcross #1	San Antonio

EXHIBIT

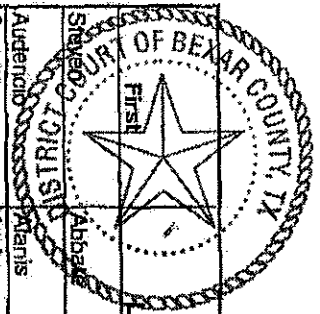
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First	Last	Degree	Specialty	Practice Address	City
Michael	Granado	MD	Radiology	P.O. Box 29441	San Antonio
George	Harnett	MD	Radiology	P.O. BOX 29441 / 8401 Datapoint #600	San Antonio
Michael	Marra	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Mark	Healy	MD	Radiology	P.O. BOX 29441 / 8401 Datapoint #600	San Antonio
Eric	Handrick	MD	Radiology	P.O. Box 29441	San Antonio
James	Humphreys	MD	Pathology	301 N Frio	San Antonio
Hannon	Kelley	MD	Gynecology	4115 E. Southcross	San Antonio
Margaret	Kelley	MD	Gynecology	4115 E. Southcross	San Antonio
Paul	Kerby	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Suresh	Koneru	MD	Plastic Surgery	4127 E. Southcross, #3	San Antonio
Joshua C.	Lyngston	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Joquin	Martinez	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Amrit	Mehta	MD	Radiology	P.O. Box 29441 / 8401 Datapoint #600	San Antonio
Barry	Menick	MD	Radiology	P.O. Box 29441	San Antonio
Michael	Middlebrook	MD	Radiology	P.O. Box 29441	San Antonio
Joseph	Miller	MD	Radiology	P.O. BOX 29441 / 8401 Datapoint #600	San Antonio
Fernando	Miranda	MD	Bariatric Surgery/ General Surgery	4141 Southwest Freeway, Suite 400	Houston
William	Mok	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Mark	Munoz	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
Patrick	O'Connor	MD	Ophthalmology	4025 E. Southcross Blvd, #12	San Antonio
Nilesh	Patel	MD	Bariatric Surgery/ General Surgery	4243 E Southcross	San Antonio
Ricardo	Ramirez	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio
James	Reid	MD	Anesthesiology	45 N.E. Loop 410, #900	San Antonio

EXHIBIT

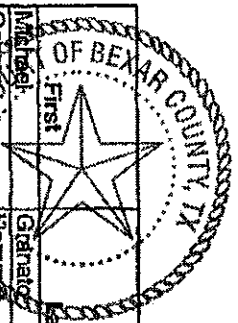
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First Last	Degree	Zip	Office Phone	Fax	Original Cred Date	Provisional review date	Re-appointment date	Staff Status
Stephano, Abba	MD	78229	(210)949-0650	(210)949-0692	4/21/2006			Provisional
Audencio, Alex	MD	77015	(713)455-5531	(713)455-4321	4/14/2005	4/21/2006	4/21/2006	Active
Garrett, Andersen	MD	78229	(210)616-7786	(210)616-7799	2/26/2007			Provisional
James, Andy	MD	78229	(210)614-6000	(210)614-7728	5/9/2005	5/19/2006	5/19/2008	Consulting
Fernando, Avila	MD	78205	(210)223-1181	(210)226-1268	4/14/2005	4/21/2006	4/21/2008	Active
Amenda, Barrella	MD	78216	(210)735-7730	(210)375-7799	7/1/2005	6/16/2006	6/16/2008	Courtesy
Lorenzo, Benavides	MD	78216	(210)375-7720	(210)375-7799	5/11/2005	4/21/2006	4/21/2008	Active
Richard, Benedikt	MD	78229	(210)616-7796	(210)616-7799	11/11/2005	4/21/2006	4/21/2008	Active
Steven, Bowers	MD	78229	(210)592-0230	(210)292-3893	11/17/2006			Provisional
Gregory, Boys	MD	78229	(210)616-7796	(210)616-7799	6/16/2005			Provisional
Ricardo, Castillo	DO	78222	(210)617-4708	(210)617-4075	4/4/2005	4/21/2006	4/21/2008	Active
Ramiro, Cavazos	MD	78217	(210)651-0303	(210)651-0302	4/21/2006			Provisional
Robert, Ching	DO	78222	(210)337-2600	(210)337-2644	5/9/2005	5/19/2006	5/19/2008	Active
John, Clement, IV	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
Keith, Crow	MD	78229	(210)616-7796	(210)616-7799	5/10/2005	4/21/2006	4/21/2008	Active
Michael, Duan	MD	78216	(210)375-7730	(210)375-7799	7/15/2005	6/16/2006	6/16/2008	Courtesy
Jude, Espinoza	MD	78222	(210)333-2031	(210)337-2573	5/9/2005	4/21/2006	4/21/2008	Consulting
Steven, Faith	MD	78155	(830)303-8600	(830)303-8601	5/19/2006			Provisional
Alfredo, Fallo	MD	78212	(210)228-0743	(210)228-9749	1/9/2006	2/26/2007	2/26/2009	Consulting
Nicholas, Forero	MD	78217	(210)654-7326	(210)580-8232	1/9/2006	2/26/2007	2/26/2009	Consulting
Peter, Fornos	MD	78215	(210)227-7293	(210)227-7050	5/9/2005	5/19/2006	5/19/2008	Consulting
Kevin, Fradkin	MD	78222	(210)333-7510	(210)333-1912	9/15/2006			Provisional
Morris, Franklin, Jr	MD	78222	(210)333-7510	(210)333-1912	8/26/2005	9/15/2006	9/15/2008	Active
Terence, Fried	MD	78258	(210)228-0743	(210)228-9749	1/9/2006	2/26/2007	2/26/2009	Consulting
David, Garcia	MD	78278	(210)481-9618	(210)403-2498	2/10/2006			Provisional
James, Gilley	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
Jeffrey, Glass	MD	78222	(210)333-7510	(210)333-1912	8/26/2005	9/15/2006	9/15/2008	Active
David, Golden	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
John, Gonzalez	MD	78222	(210)333-7510	(210)333-1912	11/11/2005	11/17/2006	11/17/2008	Provisional

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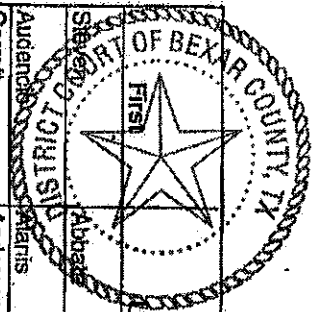
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First	Last	Degree	Zip	Office Phone	Fax	Original Cred Date	Provisional review date	Re-appointment date	Staff Status
Michael	Gratwick	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
George	Hamm	MD	78229	(210)616-7796	(210)616-7799	6/14/2005	6/16/2006	6/16/2008	Active
Michael	Harper	MD	78216	(210)375-7730	(210)375-7799	8/18/2006	8/18/2006	8/18/2008	Active
Mark	Healy	MD	78229	(210)616-7796	(210)616-7799	6/14/2005	6/16/2006	6/16/2008	Active
Eric	Hendrick	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
James	Humphreys	MD	78207	(210)477-5800	(210)735-1305	7/7/2005	6/16/2006	6/16/2008	Consulting
Harmon	Kelley	MD	78222	(210)333-0532	(210)333-2292	8/18/2006			Provisional
Margaret	Kelley	MD	78222	(210)333-0532	(210)333-2292	8/18/2006			Provisional
Paul	Kerby	MD	78216	(210)375-7760	(210)375-7799	5/16/2005	5/19/2006	5/19/2008	Courtesy
Suresh	Koneru	MD	78222	(210)499-5900	(210)333-4975	6/15/2005	8/18/2006	8/18/2008	Active
Joshua C.	Lvingston	MD	78216	(210)375-7720	(210)375-7799	8/18/2006			Provisional
Joaquin	Martinez	MD	78216	(210)375-7720	(210)375-7799	4/4/2005	4/21/2006	4/21/2008	Active
Anit	Mehta	MD	78229	(210)616-7796	(210)616-7799	6/16/2006			Provisional
Barry	Manick	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
Michael	Middlebrook	MD	78229	(210)616-7796	(210)616-7799	2/26/2007			Provisional
Joseph	Miller	MD	78229	(210)616-7796	(210)616-7799	5/9/2005	4/21/2006	4/21/2008	Active
Fernando	Miranda	MD	77027	(713)960-0590	(713)960-0722	4/14/2005	4/21/2006	4/21/2008	Active
William	Mick	MD	78216	(210)375-7790	(210)375-7799	6/14/2005	6/16/2006	6/16/2008	Courtesy
Mark	Munoz	MD	78216	(210)375-7720	(210)375-7799	11/11/2005	11/17/2006	11/17/2008	Active
Patrick	O'Connor	MD	78222	(210)337-1910	(210)337-1844	5/9/2005	4/21/2006	4/21/2008	Active
Nitesh	Patel	MD	78222	(210)368-7428	(210)368-7417	2/10/2006			Provisional
Ricardo	Ramirez	MD	78216	(210)375-7720	(210)375-7799	2/26/2007			Provisional
James	Reid	MD	78216	(210)375-7720	(210)375-7799	8/15/2005	8/18/2006	8/18/2008	Active

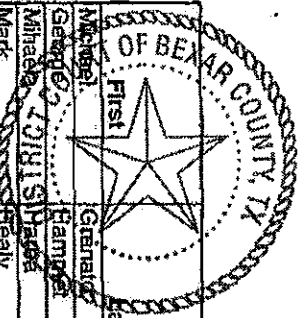
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First	Last	Degree					
Steven	Alvarez	MD					
Audencia	Alariz	MD					
Garrett	Andersen	MD					
James	Andy	MD					
Fernando	Avila	MD					
Armanda	Barella	MD					
Lorenzo	Benavides	MD					
Richard	Benedikt	MD					
Steven	Bowers	MD					
Gregory	Boys	MD					
Ricardo	Castillo	DO					
Ramiro	Cavazos	MD					
Robert	Ching	DO					
John	Clement, IV	MD					
Kath	Crow	MD					
Michael	Duen	MD					
Jude	Espinosa	MD					
Steven	Fath	MD					
Alfredo	Fallo	MD					
Nicholas	Foreiro	MD					
Peter	Fomoe	MD					
Kevin	Franklin	MD					
Morris	Franklin, Jr	MD					
Terence	Fried	MD					
David	Garcia	MD					
James	Gilley	MD					
Jeffrey	Glass	MD					
David	Golden	MD					
John	Gonzalez	MD					





First	Last	Degree				
Michael	General	MD				
George	Hammer	MD				
Michael	Hammer	MD				
Mark	Healy	MD				
Eric	Hendrick	MD				
James	Humphreys	MD				
Hammon	Kelley	MD				
Margaret	Kelley	MD				
Paul	Kerby	MD				
Suresh	Koneru	MD				
Joshua C.	Livingston	MD				
Joaquin	Martinez	MD				
Arnul	Menta	MD				
Barry	Menick	MD				
Michael	Middlebrook	MD				
Joseph	Miller	MD				
Fernando	Miranda	MD				
William	Mok	MD				
Mark	Munoz	MD				
Patrick	O'Connor	MD				
Nilesh	Patel	MD				
Ricardo	Ramirez	MD				
James	Reid	MD				



Three Rivers Provider Network National Client List



Welcome to TRPN's National Client List. Below is the most current National Client list for The Three Rivers Provider Network. If you have any questions regarding our client list please contact our Provider Relations department at: 619-600-4824 or email them at: trpndataentry@trpnppo.com

Wednesday, May 8, 2013

Three Rivers Provider Network National Client List

(AAA) American Automobile Assoc.
3hab Medical Management
4most
7-Eleven, Inc.
A & I Benefit Plan Administrator
A.E.B.S., Co.
A1 International Foods
Aaon Inc.
ABPA
Academic Risk
Access General Insurance
Acordia
ACS Benefit Services, Inc.
ACS Compliq
Actor's Guild
Administrative Concepts Inc.

Blog Archive

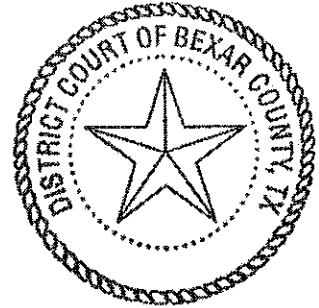
▼ 2013 (1)

▼ May (1)

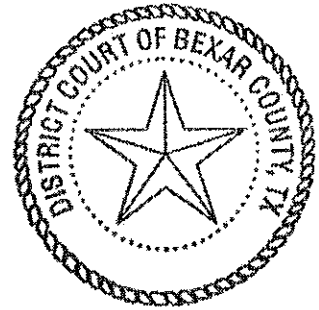
Three Rivers
Provider
Network
National Client
List...



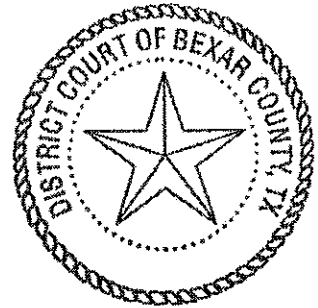
Administrators West
 Adminone Corporation
 Advanced Insurance Administrators
 Advantek Benefit Administrators
 Aegis Administrators
 Aetna
 AFS Insurance Services, Inc.
 AG Administrators
 AIG Hawaii Insurance Company, Inc
 AIG Insurance Co
 AIM Healthcare Services, Inc.
 Airborne Freight Corporation
 Alaska Airlines
 Alaska Electrical H&W
 Alaska Forest Association
 Alaska Pipe Trades Ual 375
 Alaska Teamsters
 Alaska Ufcw H&W Trust
 Albertsons, Inc.
 Alliance International Assistance
 Alliant Health Plans
 Allied National Companies
 Alpha Review Company
 Alternative Risk Management
 Alzheimer S Association
 AMBR/ExamWorks
 AMCC Inc
 Ameriben Solutions
 America First Insurance Company
 America West Airlines, Inc
 American Administrators
 American Ambassador Casualty Company
 (underwriting co. in GoAmerica group)
 American Benefits Association
 American Benefits Management
 American Claims Exchange
 American Commerce Insurance Group
 American Community Mutual
 American Crystal Sugar Co.
 American Economy Insurance
 Company
 American Fire and Casualty Company



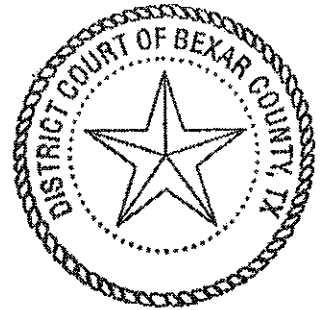
American Foodservice Corp.
 American Golf Corporation
 American Health Holding
 American Medical Auditors
 American Medical Bill Review
 American Medical Security Life Insurance Co.
 American Modern Insurance Group
 American National P&C
 American National Property & Casualty
 American Postal Workers Union (Apwu)
 American Professional Risk Services
 American Republic Insurance Company
 American Solutions Group
 American States Insurance Company
 American States Insurance Company of Texas
 American States Lloyds Insurance Company
 American States Preferred Insurance Company
 American Tire Distributors, Inc.
 American Trust Administrators
 American Underwriters
 Americomp
 Amerihealth Administrators
 Anchor Benefit Consulting
 Antares Management Solutions
 APA Partners Inc.
 Applebee's International, Inc.
 Argo Insurance
 Argo Select
 Argonaut Insurance
 Arizona Foundation For Medical Care
 Artisan Claims
 Asert Benefit Services
 Asmed Health Partners
 ASR Admin Systems Wp
 ASR Corporation
 Associated Administrators, Inc
 Associated Plan Administrators
 Association Insurance Trust
 Assurant / Fortis
 Assured Assistance
 AT&T Wireless Services, Inc.
 Atlanticare Administrators



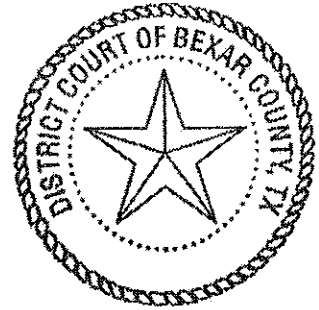
Atlas Administrators, Inc.
 Auto Injury Solutions
 Auto One Insurance Company
 Autozone, Inc.
 Avis Budget Group, Llc
 Avmed Health Plans
 Avmed North
 Avomark Insurance Company
 Avon Products, Inc.
 Beacon Risk Strategies
 Benefit Assistance
 Benefit Coordinators Corporation
 Benefit Management Systems
 Benefit Plan Administrators
 Benefit Planning, Inc
 Benefit Services, Inc.
 Benefit Solutions
 Benefit Source
 Benefit Systems & Services, Inc.
 Benesight / Fiserve
 Berkley Specialty Underwriting Bme Gateway
 Berkley Specialty Underwriting Managers, Llc
 Best Life
 Blue Bell Creameries
 Blue Shield Of California
 BME Gateway
 BMI Health Plans
 Bob McCloskey Insurance
 Boeing Company
 Bon Appetit Management Company
 Bridge Benefits, Inc.
 Bridgefield Casualty Insurance Company
 (underwriting company in Summit group)
 Bridgefield Employers Insurance Company
 Bridgestone
 Brokerage Concepts
 Brotherhood Mutual Insurance Broadspire
 Brown Rehabilitation
 Brown Review
 BSI Florida
 Buckeye Insurance Group
 Business First Insurance Company



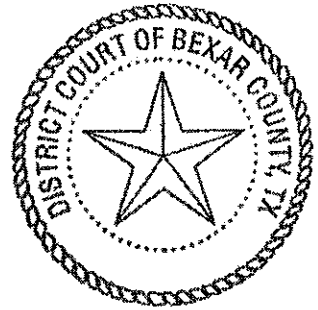
Butler Benefit Service
 C.L. Frates & Company
 Cam Administrative Services
 Cambridge Integrated Services
 Canassistance
 Capital District Physician Health Plans
 Capitol Administrators
 Caprock Claims Management
 Care Choices
 Careington
 Careworks, USA
 Carpenters Southwest Administrative Group
 CBA, Inc.
 CBCA
 CBSA
 CCA
 CCL & H
 CCSI
 CDS Group Health
 Celina Insurance Group
 Cement Masons Nevada
 Cement Masons Of Southern Ca
 Central Benefits Mutual
 Century Health Solutions
 Ceres Health Care, Inc.
 Cerner Corporation
 Charter Management Services
 Chatwins Administration
 Chubb Insurance Company
 CIGNA
 Claims Benefits, Inc.
 Clark County Firefighters (Nv)
 Cleaners Hanger Company
 Cnic Health Solutions
 Coastalcomp Health Networks
 Coca Cola (Manhattan)
 Coca Cola Company
 Colonial Life Insurance
 Colorado Casualty Insurance Company
 Combined Life Insurance Company
 Commerce Insurance Company
 Commercial Casualty Insurance Company, Inc



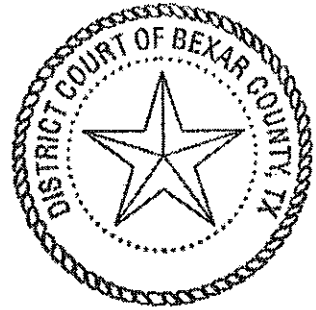
Commercial Travelers Ins.
 Community Care
 Comp I.Q.
 Comp Usa, Inc.
 Companion Property & Casualty Group
 Complete Benefit Solutions
 Comprehensive Behavioral Care
 Comprehensive Care Services
 Compstar
 Comptech, LLC.
 Concise Bill Management
 Conseco
 Conservent
 Consolidated Insurance Company
 Consolidated Service Group
 Construction Ind & Laborers H & W
 Construction Teamsters
 Container Store, The
 Contract Claims Services, Inc
 Cooperative Mutual Insurance Co
 Coresource
 Cornerstone Benefits Administrations, Inc
 Cornerstone National Insurance Company
 Cornerstone Preferred
 Corporate Benefits Services
 Corporate Care Management
 Corvel
 Cost Containment Strategies, Inc.
 Cost Pro
 Costal Administrative Services
 Costco Wholesale Corporation
 Cottingham & Butler
 Countryway Insurance Co.
 Coventry Health Care
 Crawford & Company
 Cross Summit Enterprises
 Culligan Intl Co.
 Cwi Benefits
 Cypress Benefit Administrators
 D. Edward Wright, Inc.
 Definity Health Plans
 Del Monte Food Company



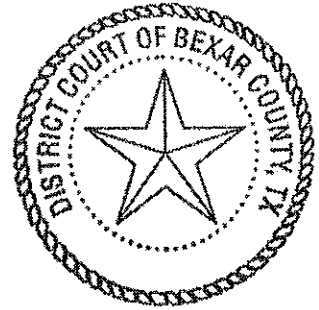
Delta Air Lines Global Svcs., Inc.
 Denny's Restaurant Program
 Destiny Health
 Dh Evans Associates, Inc.
 Dillard Department
 Director's Guild
 Diversified Administrators Corporation
 Dollar General
 Dr. Pepper/Seven Up Bottling Group
 Drake Insurance Administrators
 Dunn And Associates
 E.S.I.S.
 East Coast Underwriters
 EBAM
 Ecolab Inc
 Electrical Workers H & W
 Elite Administration & Insurance Group
 Elmco
 Emc Insurance
 Employee Benefit Administrators
 Employee Benefit Concepts
 Employee Benefits Services
 Employee Plans Llc
 Employee Security Inc.
 Employers Life Insurance Company
 Employers Plan Services
 Enabler Managed Care Corporation
 Enerco Technologies
 Enterprise Group Planning
 Equitable Plan Services
 Erin Group Administrators
 Esurance
 Excelsior Insurance Company
 Fcci Insurance Group
 Federated Mutual
 Fic Corporation- Dallas
 Fic Corporation- Irvine
 Fidelity Insurance Company
 Firefighters Family Medical
 First Administrators Inc
 First Health



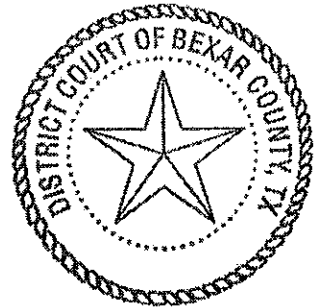
First National Insurance Company
 of America
 Fiserve
 Fitzharris
 Florida 1st Service Administrators, Inc.
 Florida Benefit Administrators
 Fmh Benefit Services
 Food Giant Supermarkets, Inc.
 Fox Everett
 Fringe Benefits
 Frito-Lay, Inc.
 Future Care, Inc.
 Gab Robins
 Gallagher Benefit Administrators, Inc.
 GBSI
 Gelco Corporation
 Gem Administrators
 General Insurance Company of
 America
 Genex Services
 Georgia Administrative Services
 Gillsbar Insurance Company
 Global Assurance
 Global Care
 Global Excel Management, Inc.
 Global Risk Management
 Globe American Casualty Company
 (underwriting co. in GoAmerica group)
 Gmac Insurance
 Golden Eagle Insurance Corporation
 Golden Rule Insurance Company
 Grange Insurance
 Great American Insurance Co.
 Great Fidelity
 Great West Healthcare
 Group Administrators
 Group Insurance Services Center
 Group Resources
 Guarantee Trust Life Insurance Company
 Guardian



Gulf States AIF, Inc.
 Attorney-in-fact for the underwriters at America
 First Lloyd's Insurance Company
 HAA Preferred Partners
 Hawkeye-Security Insurance Company
 (formerly Tower Insurance Company, Inc.)
 Health Administration Service
 Health Choice Of NW Missouri
 Health Cost Management
 Health Design Plus
 Health Future
 Health Link
 Health Markets
 Health Net, Inc
 Health New England
 Health Plans, Inc.
 Health Reinsurance Management Partnership
 Health Special Risk
 Health Systems Management
 Healthcare Direct
 Healthcare Resource Group
 Healthcomp Administrators
 HealthFirst TPA
 Healthplan Of Nevada
 Healthscope Benefits
 Healthstar
 HIP OF NY
 HMA, Inc.
 Horizon Air Industries
 HPS Paradigm
 Huffy Corporation
 Humana
 Hyatt Corporation
 IAC
 IBA
 IBEW Southwestern Health & Benefit Fund
 Idaho Pipe Trades
 Imed Cost Containment Solution, Llc
 Imerica Life And Health Insurance Company
 Indiana Farm Bureau
 Indiana Insurance Company
 Indiana Laborers

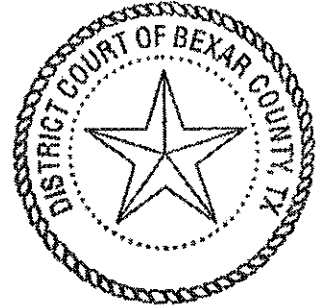


Indiana Roofers
 Inetico
 Ingenix
 Innovante Benefit Administrators
 Innovated Health Strategies
 Innovative Claim Solutions
 Insurance Administrators Of America
 Insurance Company of Illinois
 Insurance Design Administrators
 Insurance Programmers, Inc.
 Insurica Claim Management
 Integra Admin Group - Supp
 Integrated Claims Administrators
 Intel Corporation
 Intelligent Medical Solutions, Inc.
 Inter-Americas Insurance
 Intercom Hrentlal Corp.
 International Medical Group
 International Monetary Fund
 International Paper
 Interstate Brands Corporation
 Interstate Hotels & Resorts, Inc.
 Intracorp
 IPC
 Island Group
 Itpe Health & Welfare Fund
 IUOE Local 15
 J. Crew Group-Tpa
 J.M. Smucker Company, The
 Jm Family Enterprises
 Jmh Health Plan
 Jo-Ann Stores, Inc.
 John Deere
 Johnson & Johnson
 JP Farley Corporation
 JW Terrill
 Kalser (Northern California)
 Kalser Aluminum Corporation
 Kb Holdings/Kay Bee Toys
 Keebler Company
 Kentucky Laborers District Council
 Kenworth Northwest, Inc.

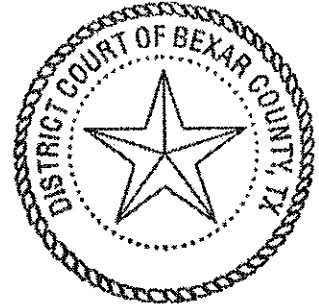


Key Partners

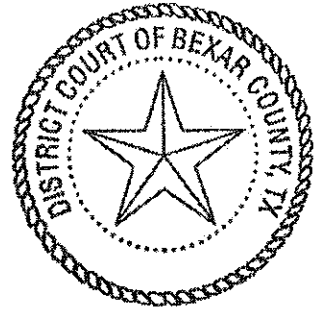
Key Risk Management Services, Inc
Kraft Foods
La Quinta Inns, Inc.
Laborers Metro Detroit Health
Land O'lakes, Inc.
LBA Healthplans, Inc.
Leahy & Associates, Inc.
Liberty Mutual
Liberty Northwest Insurance Corporation
Life Investors Insurance Company Of America
Lifewell Healthplans
Littleton Group
Liz Claiborne, Inc.
Local Engineers 15
Lone Star Steakhouse
Loomis Company
L'oreal Usa, Inc.
Louisiana Farm Bureau
Mail Boxes Etc
Maksim Management Corporation
Managed Benefits Administrators & Ins.
Consultants
Managed Health Funding Insurance
Administrators
Marsh Advantage
Mca Administrators
Mcdonald's Corporation
Mcgraw-Hill, Inc.
Med Claim Partners, Llc
Medata
Medaudit Services Inc.
Medical Claims Resources
Medical Claims Review Services
Medical Consultants Network
Medical Cost Management
Medical Mutual of Ohio
Medical Savings Insurance Company
Medicor Managed Care
Medipac International
Melane Company
Memorial Integrated Healthcare



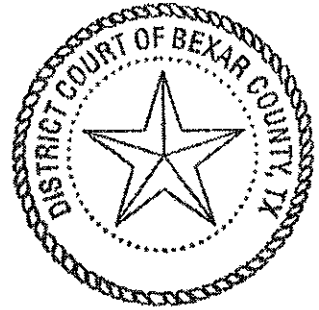
Mennonite Mutual Aid
 Merchants & Business Men's
 Mutual Insurance Company (now
 known as Liberty Mutual Mid-Atlantic Insurance
 Company)
 Mercy Care Insurance
 Meridian Resource Company
 Met Life
 Metropolitan Life
 MGIS
 Michaels Stores, Inc.
 Mid-American Fire & Casualty Company
 Mid-Florida Medical Services, Inc.
 Mildest Security Administrators
 Miller Brewing Company
 Mitchell International
 MMOH
 MMSI
 Mook Sheet Metal Workers
 Molson Coors Brewing Co.
 Monterey Bay Clothing Company
 Montgomery Management
 Montgomery Mutual Insurance Company
 Morgan & Franz
 Morgan White International Administrators
 Morris Associates
 Mountain States Administrators
 Mountain States Insurance Company
 Multiplan, Inc.
 Mutual Assurance Administration
 Mutual Medical Plans, Inc.
 Mutual Of Omaha
 Myerson Stevenson Toohey
 Nabisco Group Holdings Corp.
 NALC Health Benefit Plan
 National Benefit Administrators
 National Care Network
 National Comp Care
 National Comp Care (Tyson)
 National Roofing Company, Inc.
 National Rural Electric Cooperative Assoc.
 National Telecommunications Coop. Association



Nationwide Insurance
 Nationwide Mutual Insurance Company
 NCAS
 Nebraska Farm Bureau
 Nestle
 New England Financial
 New England Health Plans
 New Era Life Insurance Co.
 NGS American, Inc.
 NHBC
 NNSI
 Noitu Insurance Trust Fund
 Norfolk & Dedham
 North American Administrators
 North Pacific Insurance Company
 Nova Health Systems
 NYSUT
 ODS
 Office Depot, Inc.
 Ohio Carpenters
 Ohio Casualty of New Jersey, Inc.
 Ohio Health Choice
 Ohio Mutual Insurance Company
 Ohio Security Insurance Company
 Olympus Managed Health Care
 One Beacon Insurance
 Operating Engineers Health & Welfare Trust
 Oregon Automobile Insurance Company
 Oroweat Baking Co.
 Oshkosh Truck Corporation
 Outback Steakhouse
 Outsourced One
 Oxford Health Plans
 PS Health Services
 PACBLU
 Pacific Coast Claims Consultants
 Pacific Foundation
 Pacificare Health Systems, Inc.
 Pacific Heritage Administrators
 Pacmed
 Painters District Council #2
 Palm Harbor Homes, Inc.



Paradigm Management Services
 Paramount Healthcare Inc
 PCM, Inc.
 Peerless Indemnity Insurance Company
 (formerly Atlas Assurance Company of America)
 Peerless Insurance Company
 Pekin Life Insurance Company
 Penn Western Benefits
 Pepsi-Cola Company
 Pequot Healthcare
 Perkins Restaurant & Bakery
 Permanent General Insurance Co.
 Perrier Group
 Personnel Staffing
 Petco Animal Supplies, Inc.
 Petsmart, Inc
 Phelps Dodge
 Philip Morris Usa
 Physician Benefit Trust
 Physicians Mutual Insurance Company
 Pier 1 Imports
 Pioneer Administrators
 Pizza Hut, Inc.
 Planned Administrators
 Plumbers & Pipefitters, Nv
 Plummers Pipefitters Of Nv
 Plymouth Rock Assurance Corp
 PMCS
 Pomco
 Prairie States Tpa
 Preferred Care
 Preferred Medical Claims Solutions
 Preffed Medical Management Solutions
 Premier Comp Solutions
 Principal Financial Group
 Prison Health Services
 Pro-Claim Plus
 Producer's Guild
 Professional Benefit Administration
 Professional Benefit Services
 Professional Claims Administration
 Progressive



Protection One
 Provider Benefit Plans
 Puma Corporation & Subsidiarie
 Pupil Benefits Plan, Inc.
 Quality Health Management, Llc
 Quest Medical Claims
 Regional Care, Inc
 Resolved Healthcare
 Retail First Insurance Company
 Retailers Casualty Insurance Company
 Retirees Welfare Trust
 Reunion Industries
 Review Works
 Rising Medical Solutions
 Risk Administration Resources
 RJ Reynolds Domestic Tobacco
 Rockford Mutual Insurance Company
 Royalty Carpet Mills, Inc.
 Rubbermaid Incorporated
 Rural Health Plans Initiative
 Safeco
 Safeco Insurance Company of
 America
 Safeco Insurance Company of
 Illinois
 Safeco Insurance Company of
 Indiana
 Safeco Insurance Company of
 Oregon
 Safeco Lloyds Insurance Company
 Safeco National Insurance Company
 Safeco Surplus Lines Insurance
 Company
 Safety Insurance
 SAIF
 Salt River Indian Community
 San Diego Insurance Company
 Sara Lee Corporation
 Scot Industries
 Scott & White Healthplans
 Scottsdale Insurance Company
 Screen Actors Guild

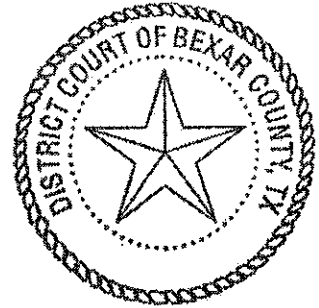
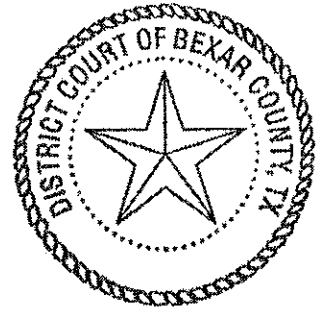
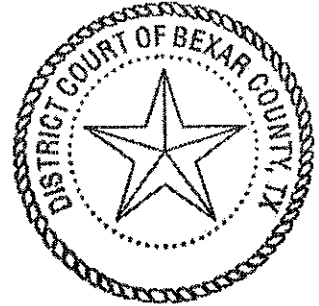


EXHIBIT
B

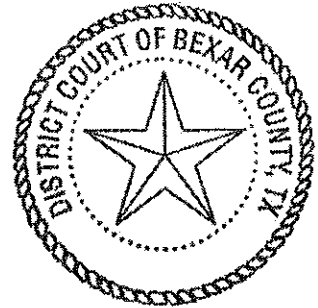
Student Insurance
 Student Plans, Inc.
 Summit Administrators Services
 Summit Consulting, LLC
 Summit Insurance Company
 Sun Chemical Corporation
 Sun-Maid Growers Of California
 Sunmed
 T.R. Paul Group Services
 Tandem Care, LLC
 Tbg Administrative Services
 Tc3 Health
 Teamster Construction Industry
 Teamsters Local 14
 Teamsters Local 631 Sec Fund
 Teamsters Local 995
 Texas Farm Bureau
 Texas Industries, Inc.
 Texas True Choice
 The Alliance
 The City of Lakeland, FL
 The City of North Miami Beach, FL
 The City of Plant City, FL
 The Claims Trust
 The Comptech Group
 The Epoch Group
 The Guardian
 The Hartford
 The Hartford Group
 The Henry J. Kaiser Family
 The Midwestern Indemnity Company
 The National Corporation
 as Attorney-In-Fact for
 National Insurance Association
 (underwriting co. in GoAmerica group)
 The Netherlands Insurance Company
 The Ohio Casualty Insurance Company
 The Pillsbury Co.
 The Reny Company
 THIPA
 Titan Propane
 TLC First Administration



TMLIntergov Employee Benfits
 Tomgass Timber Trust
 Tongass Timber Trust- Alaska Forest Association
 Total Managed Care
 Toyota
 TPA Of Georgia
 TQ Consultants
 Trans World Airlines Inc.
 Travelers Insurance
 Travtens Insurance Group
 Trissel Graham & Toole
 Tristar Risk Management
 Tru Services, Inc.
 True Course Medical Data Analysis And Claims
 Services
 Trusteed Plans Service Corporation
 Tyson Foods
 U.S. Benefits
 UICI Administrators
 Ullico Insurance
 Ultramar Corp
 Underwriters Safety & Claims
 Unicare
 Unified Group Services, Inc.
 United Artists Theatre Circuit
 United Benefits
 United Claims Solutions, Llc
 UnitedHealthcare/Multiplan, Inc.
 Unltrn Auto And Home
 Unity Health Insurance
 Universal Underwriters Insurance
 Upstate Administrative Services
 US Foods
 USAA
 USair, Inc.
 Valero, Inc.
 Valunet, Llc
 Vanguard Services, Inc.
 Vermont Managed Care
 Vermont Mutual
 Viant
 Vision Quest



Vista America
 Vista Health Plans
 Volvo Cars
 Washington Employers Trust
 Washington Idaho Carpenters
 Washington Mutual
 Washington Teamsters
 Wausau
 WEA Trust
 Wellcomp
 Wells Fargo Alarm Services
 West American Insurance Company
 Western Benefits
 Western Mutual Insurance
 Western Teamsters Trust
 Westport Benefits
 Westport Shipyard, Inc.
 Weyco, Inc.
 Worcomp Bill Review Services
 Workcomp MC/Health Choice Of North West
 Missouri
 Worldwide Management Care Partners
 WPS, Inc.
 Writer's Guild
 Xerox Corp
 York Claims
 York Insurance Services Group, Inc.
 Zeneks
 Zenith Administrators
 Zenith Insurance Company



Posted by TRPN NATIONAL CLIENT LIST at 12:00

PM

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